

# **DELHI METRO RAIL CORPORATION LIMITED**



**Bid document for Licensing of Commercial Spaces  
at Janpath Metro Station through Open Tender**

**Tender No.-3156**

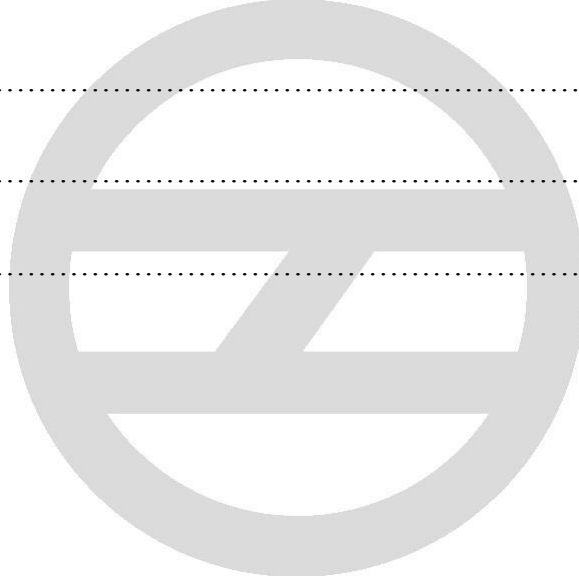
**October-2015**

Metro Bhawan  
Fire Brigade Lane, Barakhamba Road  
New Delhi-11 00 01, India

## **Bid Document for Licensing of Commercial Spaces at Janpath Metro Station**

Name and address of the Bidder to whom issued:

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.....  
.....  
.....



Date of issue.....

Issued by.....

Cost of Bid Document: Rs 21,000/- (Rupees Twenty one thousand only) inclusive of 5% DVAT, which is non-refundable.

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## **CHAPTER-1: INTRODUCTION**

1. Delhi Metro Rail Corporation (DMRC), a joint venture of the Government of India (GOI) and the Government of the National Capital Territory of Delhi (GNCTD) has completed the Phase I and Phase II of the Delhi Metro and is currently engaged in Phase III of the project. The Delhi Metro Line-6 is also known as Violet Line and it is a Delhi Metro Line from Kashmere Gate Metro Station to Ballabhgarh, Faridabad, linking Kashmere Gate, Lal Quila, Jama Masjid, Delhi Gate, ITO, Mandi House, Janpath, Central Secretariat, Khan Market, Jawaharlal Nehru Stadium, Jangpura, Lajpat Nagar, Moolchand, Kailash Colony, Nehru Place, Kalkaji Mandir, Govindpuri, Harkesh Nagar Okhla, Jasola Apollo, Sarita Vihar, Mohan Estate, Tughlakabad Station, Badarpur Border, Sarai, NHPC Chowk, Mewla Maharajpur, Sector-28, Badkal Mor, Old Faridabad, Neelam Chowk Ajrona, Bata Chowk, Escort Mujesar, NCB & Ballabhgarh.
2. As part of its existing mandate Delhi Metro Rail Corporation (DMRC) has also undertaken value capture from real estate in such a manner that on one hand it gives sustainable additional revenue to the corporation, and on the other hand facilitating DMRC commuters by providing one stop solution for their needs. Through this Bid, DMRC intends to select Licensee(s) to grant licensing rights of Commercial Spaces at Janpath Metro Station as mentioned in Annexure-1.
3. Janpath Metro is an underground metro station of Delhi MRTS. The station is on Janpath lane which is famous for marketing. The details of Bare commercial spaces is given below:
  - a) Janpath\_1: 216Sqm at Gate No. 3 of Janpath Metro Station as detailed in Annexure-1.
  - b) Janpath\_2: 187Sqm at Gate No. 4 of Janpath Metro Station as detailed in Annexure-1.
4. The specified space has captive commuter base and shall present a unique opportunity for retail players.
5. Information document covering the purpose of the license, details of space available at said Metro Station may be downloaded from the website [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC) or [www.delhimetrorail.com](http://www.delhimetrorail.com).

## **CHAPTER-2: NOTICE INVITING BID**

2.1 Janpath Metro Station is the part of the Delhi Metro Line-6 and is also known as Violet Line. It is an underground metro station of Delhi MRTS. The station is situated on Janpath lane which is famous for marketing and is in close proximity to Connaught Place, ITO, Dariya Ganj, Pahar Ganj, etc. which is easily accessible by roads, Metro Trains, Trains, etc. from whole Delhi. Apart from operating facilities for commuters, the Station has retail spaces as follows:

a) Janpath\_1: 216 Sqm at Gate No. 3 of Janpath Metro Station as detailed in Annexure-1.

b) Janpath\_2: 187 Sqm at Gate No. 4 of Janpath Metro Station as detailed in Annexure-1.

The specified spaces have captive commuter base and shall present a unique opportunity for retail players.

2.2 DMRC invites Bids (through e-tendering process) from suitable participants who may be a registered sole proprietorship firm, a partnership firm or a company having registered office in India or a combination of above in the form of Joint Venture (JV) or Consortium, etc. for selection of Licensee(s) to grant Licensing Rights of Commercial Spaces at Janpath Metro Station in 2 (two) Schedules on “*as is where is basis*” for its commercial utilization except banned list of usages as detailed in Annexure-II.

2.3 DMRC shall receive Bids (e-tender) pursuant to this Bid document, in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by DMRC. Bidders shall submit bids in accordance with such terms on or before the date specified in this document. The Bidders are advised to visit the site and familiarise themselves with the proposed arrangements and all activities necessary in this regard.

2.4 Salient features of Bidding Process:

a) DMRC has adopted a two packet Bidding Process to select suitable highest Bidder(s) to grant Licensing Rights of commercial spaces at Janpath Metro Station as per bidding schedule.

b) For participation in e-tendering process, the Bidder(s) has to be registered on DMRC's e-tendering portal [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC). On registration they will be provided with a User ID and a password enabling them to submit their Bids online using Digital System Certificate (DSC) and can witness various activities of the process. The authorized signatory of intending Bidder, as per Power of Attorney (POA), must have valid class-III digital signature. The Bid Document can only be downloaded or uploaded using Class-III digital signature of the authorized signatory. If needed prospective bidder can be imparted training on "online tendering process".

- c) The bidder may participate in one or more schedules. The Bidder(s) shall submit bid security of **Rs. 5,00,000/- (Rupees Five lakh)** for each bidding schedule for which the Bidder is bidding along with the Bid Document. The mode of payment for bid security shall be made in the form of a Demand Draft/ Pay Order drawn on any Indian Scheduled bank/ Indian Branch of foreign bank in favour of “Delhi Metro Rail Corporation Ltd” payable at New Delhi.
- d) The bidder shall specify details of Bid Security in Bid Form (Annexure-3) for corresponding Schedule for which the bid security is being submitted. The Bid shall be summarily rejected if it is not accompanied with appropriate bid security for that particular schedule. The bid security of the selected Bidder shall be adjusted against the Interest Free Security Deposit/ Performance Security. The bid security of unsuccessful bidders shall be refunded after award of contract to Successful Bidder, without considering any interest, thereof. If the selected bidder withdraws his bid at any stage, his Bid Security amount shall be forfeited in favour of DMRC.
- e) **Schedule of Bidding Process:**

Sale of Application Form	19.10.2015- 18.11.2015 (on all working days from 1000 hrs -1700 hrs)
Cost of Bid Document (Non-refundable)	Rs. 21,000/- (Rupees twenty one thousand only) including 5% DVAT.
Site Visit	02.11.2015 at 1000 hrs.
Pre-Bid Conference	02.11.2015 at 1230 hrs, Conference Hall, 7 <sup>th</sup> Floor, Metro Bhawan, Barakhambha Road, New Delhi-110001
Last date of receiving queries	Latest by 1500 hrs on 04.11.2015
DMRC's response to queries	06.11.2015
Date & Time of Submission of Sealed bids	Latest by 1500 hrs of 19.11.2015
Date & Time of Opening of Bids	1515 hrs on 19.11.2015
Validity of Bids	180 days from bid submission date

- f) The Cost of Bid Document and Bid Security shall be accepted in the form of Demand Draft/Pay Order/ Banker's Cheque in favour of "Delhi Metro Rail Corporation Ltd." payable at New Delhi. The Cost of Bid Document and the Bid Security must be submitted, in original, on or before 1500Hrs of last date of sale of Bid Document to Dy. General Manager/ Property Business, 4th Floor, B-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001. Bidders who fail to submit the Cost of Bid Document and the Bid Security in physical form on or before the prescribed date and time shall be declared as ineligible and the Bid submitted by them shall be summarily rejected. The Bid shall be valid for a period not less than 180 days from last date of submission of Bid.

- g) Bidders are expected to carry out extensive survey of DMRC premises and analysis at their own cost, before submitting their respective Bids for award of the License Agreement. DMRC shall provide necessary permission and assistance for the prospective Bidders in this regard.
- h) The Bid submissions must be made online after uploading the mandatory scanned documents towards Cost of Bid Document, Bid Security and other documents as stated in Bid Document.
- i) Bidders shall note that the maximum file size that can be uploaded is 5MB. All the uploaded files in Bid submission should be named properly and arranged systematically. No special character/space should be there in the uploaded file name.
- j) Bids received after Last Date & Time of Submission (e-tender) of Bid online shall not be accepted under any circumstances.
- k) In case of a Bid by a JV/Consortium of firms, following shall be abide by its members:
  - i. The Lead Member of the JV/Consortium shall maintain a minimum percentage share of 51% of the aggregate shareholding of the JV/Consortium during full tenure of License Agreement.
  - ii. Any change in percentage stake of JV/Consortium members without prior written approval of DMRC shall be treated as Material Breach of Contract and Licensee's Event of Default entitling DMRC to encash Security Deposit/Performance Security and or to terminate the License Agreement after 30 days notice.
  - iii. It is clarified that percentage stake of lead member of JV/Consortium members shall always be more than 51% during license period. Lead member may be any member of JV/Consortium, provided its percentage stake in JV/Consortium is more than 51%.
  - iv. Minimum percentage stake of any member in JV/Consortium during license period (including lock-in period) shall not be less than 15%.
  - v. Partners having less than 26% participation shall be considered as non-substantial partner and shall not be considered for evaluation which means that their eligibility shall not be considered for evaluation of JV/Consortium.
  - vi. All members of such entity shall be jointly and severally liable for the performance of License agreement.
- l) The Bidders shall not have a conflict of interest that affects the Bidding Process. Any Bidder found to have conflict of interest shall be disqualified. A Bidder shall be deemed to have a conflict of interest affecting Bidding Process if a constituent of one Bidder is also a constituent of another Bidder.

2.5 Bid Document can also be downloaded from DMRC's website [www.delhimetrorail.com](http://www.delhimetrorail.com) under head "Tenders" and subhead "Property Development & Property Business Tenders" and must be submitted online through e-tendering

Bid Document for Licensing of Commercial Spaces at Janpath Metro Station  
process only. The RFP submitted without cost of RFP document by the bidders shall  
be out rightly rejected. The bids received after stipulated date and time of submission  
of RFP shall be rejected out rightly.

- 2.6 The Bidders are advised to keep in touch with e-tendering portal  
[www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC) for updates.



**CHAPTER-3: DISCLAIMER**

- 3.1 This Bid Document is an invitation by DMRC to the Bidders for participation in the e-bidding /e-tendering process for selection of Licensee. This Bid Document is provided with information that may be useful to bidders in making their financial offers (Bids) pursuant to this Bid Document. This Bid Document includes statements, which reflect various assumptions and assessments arrived at by DMRC. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Bid Document and obtain independent advice from appropriate sources.
- 3.2 Information provided in this Bid Document to the Bidder(s) is on a general range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DMRC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 3.3 DMRC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment, assumptions or scope contained in this Bid Document. DMRC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid Document or otherwise arising in any way for participation in this Bid Stage.
- 3.4 The issue of this Bid Document does not imply that DMRC is bound to select a Bidder or to appoint the Preferred Bidder or Licensee, as the case may be, for the grant of License and DMRC reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. Bidders shall bear all its costs associated with or relating to the preparation and submission of its Bid. Bidders are expected to carry out extensive study and analysis at their own cost, before submitting their respective Bids for award of the License Agreement. Any queries or request for additional information concerning this RFP Document shall be considered only if it is submitted in writing.

**CHAPTER-4: ELIGIBILITY CRITERIA FOR BIDDERS**

4.1 In order to be eligible for participation in a particular schedule, the Bidders must have following minimum Cumulative Gross Turnover in immediately preceding three completed financial years as on date of notice for invitation of Bid on DMRC website.

S/N	Schedule	Minimum Cumulative Gross Turnover in immediately preceding 3 completed financial years
1	Schedule-I	Rs. 1.7 Crore
2	Schedule-II	Rs. 1.3 Crore
3	Schedule-I&II	Rs. 1.7 Crore

4.2 The bidder may participate in one schedule or both schedules. If a Bidder is interested to participate in one or more schedules, their eligibility shall be assessed based on the eligibility criteria of concerned schedules in which the bidder is interested.

4.3 While calculating the updated value of turnover, escalation of 5% per annum shall be considered in India and 2% for foreign based firm. In case of a JV/ Consortium, the eligibility of all substantial members of JV/ Consortium would be considered, in proportion of their share/ participation in the JV/ consortium and the lead member shall have Minimum Cumulative Gross Turnover in immediately preceding 3 completed financial years more than 26% of required Minimum Cumulative Gross Turnover in immediately preceding 3 completed financial years for the respective bidding schedule(s).

4.4 The Bidder shall enclose following document along with its Bid:

- a) The Certificate(s) from its statutory auditors with its Bid providing the information sought in clause 3.1 as per format given in Annexure-9.
- b) Audited financial statements including Gross Turnover, Balance Sheet, Profit Loss Account, etc. for immediate preceding 3 (three) completed financial years [i.e. 2012-13, 2013-14 & 2014-15]. If audited financial statement for the last completed year 2014-15 is not available, the Bidder shall furnish a certificate from statutory auditor in this regard.
- c) An undertaking stating/ providing the necessary supporting documents, including audited accounts and financial statements.

4.5 The bid shall be submitted by the bidder in two parts comprising of Technical Bid and Financial Bid. The Technical Bid shall include the details for fulfilling eligibility criteria as laid down in this document. The Financial Bid shall include the financial offer of the bidder in the manner prescribed in this document. Both the Technical Bid and Financial Bid shall be submitted by the bidder on the due date as mentioned in the Bid Document. The offer of Bidder, who does not fulfill the Eligibility criteria, shall be summarily rejected.

## **CHAPTER-5: TERMS AND CONDITIONS**

- 5.1 The commercial Spaces indicated in Annexure-1 and shown in location plans shall be handed over within 7 days from the date of receipt of Interest Free Security Deposit/ Performance Security as stipulated in Letter of Acceptance. The Scheduled Spaces shall be handed over on “as is where is basis”.
- 5.2 The details of offered Spaces are as under:  
a) Janpath\_1: 216 Sqm at Gate No. 3 of Janpath Metro Station as detailed in Annexure-1.  
b) Janpath\_2: 187 Sqm at Gate No. 4 of Janpath Metro Station as detailed in Annexure-1.
- 5.3 Bidders who propose to download the bid document from DMRC’s website are required to collect the location plans of commercial spaces free of cost from O/o DGM/PB as detailed in Annexure-IX. DMRC does not commit to provide any other specific drawing in specific format to the licensee. However, DMRC shall facilitate only available drawings to the licensee and shall provide essential help in preparation of drawings, if required by the licensee.
- 5.4 The areas of commercial spaces specified in Bid Document are approximate. Actual area shall be measured at the time of handing over of the area. If the actual area varies, the License Fee shall be charged for actual area handed over to the selected Bidder by DMRC. The area of structural columns shall be excluded from the chargeable area. The licensee shall be bound to take over the Scheduled Spaces as per the actual area. However, the Successful bidder/ licensee shall not be entitled to demand reduction in area.
- 5.5 Subsequently, at the demand of Licensee, additional commercial space can also be provided, if feasible, at the sole discretion of DMRC. The license fee of such additional spaces shall be charged at weighted average rate of license fee of similar commercial spaces at the stations applicable on date of handing over of such additional space. The license fee for such additional spaces shall be charged after expiry of 30 days from the date of handing over by DMRC.
- 5.6 The Licensee may be allowed for augmentation/ amalgamation/ divisions of licensed spaces with the prior approval of DMRC. In this case, no damage to any load bearing/ structural member and any service/ utility shall be permitted.
- 5.7 Security: Licensee shall arrange its own security for its premises by providing adequate security personnel, CCTV, etc. with prior approval of DMRC.
- 5.8 Permissible Usage of Space: The Commercial Spaces can be put for any activity except banned list of usages as given in Annexure-II. Cooking by gas bank/ IGL pipe Line is not found feasible at underground Janpath Station. Only electric oven, hot case microwave,tea/coffee beverage vending machine/ ice cream refrigerator are allowed. However, frying of any food item is not permitted using oil. The Licensee shall not create, permit or allow any offensive odours to occur in or escape from the Licensed Space. Licensee shall ensure proper storage of its eatable products in such a way that there is no contamination or decay of eatable products or its raw materials. The licensee may be permitted to change the usage of space during the currency of license subject to prior

approval of the competent authority of the licensor. The licensee shall be responsible for taking prior approval from all the relevant legal and statutory authorities as per the applicable laws for operation of its business.

- 5.9 The License fee shall commence immediately after fitment period of 180 days for the commercial spaces of Schedule-I & Schedule-II from date of handing over of the space by DMRC and shall be charged until the termination/ completion of agreement. The Licensee is expected to complete his furnishing / development work in all respects within this Fitment period. The bidder voluntarily and unequivocally agrees not to seek any claim, Compensation on, damages or any other consideration whatsoever on account of not taking over physical possession of Scheduled Space on date of deemed handing over, if applicable.
- 5.10 The advance license fee for first quarter, shall be payable to the DMRC, within 120 days of issue of letter of acceptance. Thereafter, License Fee of a quarter, along with other dues, shall be payable in advance by the Licensee to DMRC on quarterly basis by the last working day of the previous quarter.
- 5.11 DMRC shall provide normal water supply for basic requirements of licensee. The water consumption charges for basic requirements shall be payable by licensee @ Rs. 4.5 per sqm area of Scheduled Space per month along with applicable Service Tax, if any. Any augmentation in the water requirement over and above basic requirements shall be met out by licensee at his own cost.
- 5.12 The License Fee, water Consumption Charges and the Interest Free Security Deposit/ Performance Security shall be escalated by 20% on completion of every 3 (three) years of license period, on compounding basis.
- 5.13 The License Agreement shall be executed within 30 days after handing over of the licensed space. Payment of stamp duty, if any, for executing the license agreement in pursuance of this Bid shall be borne by Licensee.

**Interest Free Security Deposit/ Performance Security:**

- 5.14 The selected Bidder(s) shall submit Interest Free Security Deposit / Performance Security to DMRC equivalent to 1.1 times the Annual License Fee based on existing area possessed by the licensee and existing rate of license fee applicable as on date of its submission. The Interest Free Security Deposit / Performance Security shall be renewed/ updated after every three years. In case of subsequent handing over of additional area to the licensee, Interest Free Security Deposit/ performance security shall be updated as per updated area under possession of licensee.
- 5.15 The Interest Free Security Deposit/ performance security may be deposited in any one of the following forms:
- (a) Bank Draft in favour of DMRC payable at New Delhi from a Scheduled Commercial Bank based in India, or
  - (b) Fixed Deposit Receipt of a Scheduled Commercial Bank/Post Offices based in India duly pledged in favour of DMRC, or
- 5.16 In case of a JV/ Consortium, the Interest Free Security Deposit/ performance security is to

be submitted in the name of its JV/ Consortium. However, splitting of the Interest Free Security Deposit/ performance security (while ensuring the Interest Free Security Deposit/ performance security is in the name of JV/ Consortium) and its submission by different members of the JV/ Consortium for an amount proportionate to percentage stake or otherwise is also acceptable.

#### **5.17 Tenure of License Agreement:**

- a) Tenure of License Agreement shall be fifteen (15) years, unless otherwise terminated by DMRC or surrendered by the Licensee, as per terms of License Agreement. The tenure of License Agreement shall commence from the date/ deemed date of handing over of space.
- b) The license period of all spaces indicated in Annexure-1 or any additional space handed over subsequently shall be co-terminus with the License Agreement.
- c) There shall be a lock in period of five (5) years from the date of commencement of agreement.
- d) The licensee shall have option to exit from the License Agreement after a lock in period. For it, the licensee shall have to issue six months prior notice to DMRC after completion of five years lock in period. In this case, Interest Free Security Deposit/ performance security of the Licensee shall be refunded after adjusting the dues, if any, to be payable by the Licensee.
- e) If the Licensee is desirous of terminating the license hereby created before expiry of the lock-in period of the license or without giving advance notice of 6 months after lock-in period, the agreement shall deemed be terminated on the date of receipt of termination/ surrender notice in DMRC. In such cases, the interest free Security Deposit/ Performance Security shall be forfeited in favour of DMRC. Any outstanding dues payable to DMRC shall be adjusted/ recovered from the advance license fee and forfeited interest free Security Deposit/ Performance Security. Balance outstanding dues, if remained after adjustment of outstanding dues from the advance license fee and interest free Security Deposit / Performance Security, shall be recoverable from the licensee.

5.18 All other statutory taxes, statutory dues, local levies, as applicable shall be charged extra from the Licensee and shall have to be remitted along with the License Fee for onward remittance to the Government. The property tax, if applicable on the property of DMRC, shall be borne by DMRC. The Licensee shall indemnify DMRC from any claims that may arise from the statutory authorities in connection with this License Agreement.

5.19 The Licensees shall be entitled to sub-license the license spaces during the subsistence of the License period. However, for any such sub-license the following guiding principles shall be scrupulously observed.

- a) The Licensee shall prepare a draft standard format of the sub-license agreement, which shall be required to sign with the sub-licensees for the use of the Licensed Space based on terms and condition of License Agreement executed between DMRC and Licensee. All agreements or arrangements with the sub-licensees shall specifically have stipulation of a covenant that the sub-licenses shall be co-terminus with the termination of the License Agreement, including on sooner determination of the License Period for any reason whatsoever of termination of the sub-licensee's rights. The Licensee/ sub-licensee shall not have any claim or seek any compensation from DMRC for such termination.
- b) The Licensee shall obtain the prior approval of DMRC for a format of standard Sub-License Agreement before its execution with any sub-licensee. In case, any deviation in this format of standard sub-license agreement is required, the Licensee shall again obtain prior approval of DMRC before entering into an agreement with the sub-licensee. DMRC reserves the sole right not to give consent/ approval to such a request and no compensation or claim on this account shall be entertained.

5.20 Electricity, air-conditioning and fire protection system:

- a) Total available load that can be sanctioned.

SN	Schedule	Available Electrical Load
1	Schedule-I	150 KVA
2	Schedule-II	150KVA

- Electric Load of 150 KVA is in addition to the air conditioning load. If further addition load is required, DMRC shall do the job at the cost of Licensee in consequence to Annexure-IV.
- b) Underground water tank of capacity 2 lacs litre for fire safety has been provided at Janpath as detailed in Annexure-IV.
  - c) Fire Safety Certificate from Delhi Fire Services is attached as Annexure-X. Licensee shall be liable to renew this certificate as per terms and conditions of Delhi Fire Services.

Further details of availability of existing infrastructure related to electrical power supply including capacity of electrical load that can be sanctioned, air-conditioning works, fire protection system & fire NOC, and the proposed corresponding terms/ conditions/ procedure for the commercial spaces, are attached as Annexure-IV. If required, DMRC will provide additional electrical load at the cost of licensee.

- 5.21 For any addition & alteration to the existing floor plan, structure, utilities, etc., the licensee shall be solely responsible for planning and design, preparation of additional drawings for existing/ modified spaces & utilities, obtaining all necessary prior permissions/ approvals from the concerned bodies/ departments, etc. all complete at its own cost. DMRC shall legally restrain itself only up to forwarding/ applying for obtaining the permission/ approval from the other bodies/ departments. The liaisons, risk & cost, etc. in this regard shall be borne by the Licensee. However, DMRC may provide assistance wherever possible on the best effort basis without any legal and

Bid Document for Licensing of Commercial Spaces at Janpath Metro Station  
binding obligations to facilitate the process.

- 5.22 On completion/ termination of License Agreement, the Licensee shall handover the space with normal wear & tear. The Licensee shall be allowed to remove their movable assets like furniture, almirah, air-conditioners, DG sets, equipments, etc. without causing damage to the structure. However, the Licensee shall not be allowed to remove any facility, equipment, fixture, etc. which has become an integral part of the development plan of the space.



**CHAPTER-6: SUBMISSION OF BIDS BY BIDDERS**

- 6.1 For participation in e-tendering process, the Bidder(s) has to be registered on DMRC's e-tendering portal [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC). On registration they will be provided with a User ID and a system generated password enabling them to submit their Bids online using Digital System Certificate (DSC) and can witness various activities of the process. The authorized signatory of intending Bidder, as per Power of Attorney (POA), must have valid class-III digital signature. The Bid Document can only be downloaded or uploaded using Class-III digital signature of the authorized signatory. If needed prospective bidder can be imparted training on "online tendering process".
- 6.2 The Bid should be furnished in the format at Annexure 2 to 10, clearly providing the details for fulfilling Eligibility Criteria. The bid documents shall be signed by the Bidder's Authorised Signatory.
- 6.3 Costs of Bid Document/RFP- Bidders are required to deposit non-refundable Cost of Bid Document (as specified in Notice Inviting Bid/Tender) along with their Bid. The Cost of Bid Document shall be acceptable in the form of Demand Draft/Pay Order in favour of "DMRC Ltd" payable at "Delhi". The Cost of Bid Document shall be submitted in person by the specified date and time to Dy. General Manager/ Property Business, 4th Floor, B-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001. The Bids of the Bidders who fail to submit the Cost of Bid Document in physical form on or before the prescribed date and time shall be summarily rejected.
- 6.4 Bid Security:
- 6.4.1 Bidders are required to deposit refundable Bid Security (as specified in Notice Inviting Bid/Tender) along with its Bid. The Bid Security shall be acceptable in the form of Demand Draft/Pay Order in favour of "DMRC Ltd" payable at "Delhi".
- 6.4.2 The Bid Security shall be submitted in person by the specified date and time to Dy. General Manager/ Property Business, 4th Floor, B-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001. Bidders who fail to submit the Bid Security in physical form on or before the prescribed date and time shall be declared as ineligible and the Bid submitted by them shall be summarily rejected. The Bid shall be valid for a period not less than 180 days from bid due date.
- 6.4.3 The Bid Security of unsuccessful bidders shall be refunded after award of License, without considering any interest thereof. The Bid Security of the Selected Bidder shall be adjusted against the Interest Free Security Deposit/Performance Security.
- 6.4.4 If the selected Bidder withdraws/ alter their Bid at any stage, their Bid security shall be forfeited by DMRC.



- 6.5 Bid Variable: The Bidder shall quote the rate of license fee per sqm/month “X” for space in the bid form in both words as well as figures as given in Annexure-3. If there is a discrepancy between words and figures, the amount in words shall prevail.
- 6.6 The bid shall be submitted by the bidder in two parts comprising of Technical Bid and Financial Bid. The Technical Bid shall include the details for fulfilling Eligibility criteria as laid down in this document. The Financial Bid shall include the financial offer of the Bidder in the manner prescribed in this document. Both the Technical Bid and Financial Bid shall be submitted by the Bidder on the same due date as mentioned in the Bid Document. The offer of Bidder, who does not fulfil the Eligibility criteria, shall be summarily rejected. The Bidder shall enclose with their Bid an undertaking stating/providing the necessary supporting documents, including audited accounts and financial statements, certificate(s) from its statutory auditors.
- 6.7 Technical Bid: The Bidder shall, on or before the date and time given in the Notice of Invitation to Tender, upload their bid on e-tendering portal [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC). The Bidder shall ensure that a receipt is obtained for the submission of their bid, such receipt being issued free of charge. The Bidder shall upload scanned copies of following documents in their Technical Bid -
- a. Bid Document Cost deposit slip.
  - b. Bid Security submission slip.
  - c. Annexure-2 ((On Official letterhead of the Bidder)
  - d. Annexure-3
  - e. Annexure-4
  - f. Annexure-5
  - g. Annexure-9
  - h. Attested copies of Memorandum and Articles of Association in case of companies or bodies corporate and copy of partnership deed in case of the Partnership Firm.
  - i. In case of JV/Consortium, Annexure-6, 7 and 8.
  - j. Self attested copies of the PAN Card and Service Tax Registration Certificate (of lead member in case of JV/Consortium). In case any or all of the provisions mentioned above are not applicable, the Bidder should give a declaration to that effect. Non submission will not be considered as exemption.
  - k. Copies of (duly audited and certified by a chartered Accountant) Profit and Loss Account/Balance Sheet of the sole proprietor concern or a partnership firm, Annual Report in case of a company as per the companies Act.
  - l. Copy of the complete Request for Proposal (RFP)/ Bid Document including Draft License Agreement (Annexure-11) and Addenda/ Corrigenda (if any) duly signed and

Bid Document for Licensing of Commercial Spaces at Janpath Metro Station  
stamped on each page by authorized representative of the Bidder as acceptance of terms  
and conditions given thereof.

- m. In addition a declaration by the bidders as per Annexure -10 must be submitted stating that the tender document has been downloaded from official e-tendering portal [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC) and no changes, what so ever, has been made by the bidder. Bids received without the declaration are also liable to be rejected at any stage.
- 6.8 Financial Bid: - The bidder shall quote the Bid Variable as rate of "License Fee per sqm/month "X" for space" in the Financial Bid form in both words as well as figures as given in Annexure-3. If there is a discrepancy between words and figures, the amount in words shall prevail.
- 6.9 The documents including this Bid Document and all attached documents, provided by DMRC shall remain or become the properties of DMRC and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid. The Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and DMRC shall not return to the Bidders any Bid, document or any information provided along therewith.
- 6.10 Cost of Bidding: The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. DMRC shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- 6.11 Pre-Bid Conference: - The date and time for Pre-Bid conference of the Bidders has been notified in Notice Inviting Bid/Tender. During course of Pre-Bid conference, the participants may seek clarifications and put suggestions for considerations. DMRC shall endeavour to provide clarifications and such further information as it may consider appropriate and valuable suggestions shall be deliberated upon by DMRC. DMRC's point of view/response to queries shall be uploaded on website. Please note that individual communication shall not be issued to any participant.
- 6.12 It shall be deemed that by submitting a Bid, the Bidder has:
- 6.12.1 made a complete and careful examination of the bidding documents;
  - 6.12.2 received all relevant information from DMRC;
  - 6.12.3 accepted the risk of inadequacy, error or mistake in the information provided in the bidding documents or furnished by or on behalf of DMRC relating to any of the matters referred to in RFP document;
  - 6.12.4 satisfied itself about all matters, things and information herein above necessary and required for submitting an informed Bid, execution of the License Agreement in accordance with the bidding documents and performance of all of its obligations there under;

- 6.12.5 acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, claim for performance of its obligations, loss/ profits, etc. from DMRC, or a ground for termination of the License Agreement by the Licensee;
- 6.12.6 acknowledged that it does not have a Conflict of Interest; and
- 6.12.7 agreed to be bound by the undertakings provided by it under and in terms hereof.
- 6.13 DMRC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Bidding Process, including any error or mistake therein or in any information or data given by DMRC.
- 6.14 Verification and Disqualification: DMRC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by DMRC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by DMRC shall not relieve the Bidder of its obligations or liabilities hereunder nor shall it affect any rights of DMRC there under.
- 6.15 Amendment of Bid Document/RFP-
- 6.15.1 At any time prior to the Bid Due Date, DMRC may, for any reason, modify the Bid Document by the issuance of Addenda / Corrigenda.
- 6.15.2 Any Addendum / Corrigendum issued hereunder shall be uploaded on DMRC official website i.e. [www.delhimetrorail.com](http://www.delhimetrorail.com) and [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC)
- 6.15.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, DMRC may, in its sole discretion, extend the Bid Due Date.
- 6.15.4 The Bidders are requested to get in touch with official website of DMRC i.e., [www.delhimetrorail.com](http://www.delhimetrorail.com) and with [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC) for all updates on the Bid Document such as addendums, replies to queries, postponement of Bid schedules etc. No claims or compensation shall be entertained on account of the Bidder having not read/noticed the updates, etc
- 6.16 Preparation and Submission of Bids
- 6.16.1 Format and Signing of Bid: The Bidder shall provide all the information sought under this Bid Document as per the format.

- 6.16.2 The Bid and its copy shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.
- 6.16.3 The Bidder shall have to submit their Bids (Technical Bid & Financial Bid) online only in electronic format with digital signatures and after uploading the mandatory scanned documents towards cost of Bid Document and towards Bid Security and other documents as required in the Bid Document. The Bid Document Cost & Bid Security must be submitted with DMRC in form of Demand Draft or Pay Order as per stipulated date & time (NIB).
- 6.16.4 The Bidder has to produce the original documents as and when required by DMRC. The failure of the Bidder or Licensee to furnish the said original documents will entail summarily rejection of its Bid.
- 6.16.5 Before submission of online Bids, Bidders must ensure that scanned copies of all the necessary documents have been uploaded with the Bid.
- 6.16.6 The Bidders should carefully note the following instructions:
- The Bidders should ensure that the complete RFP Document has been downloaded.
  - The printout of Bid/RFP Documents should be taken on an 'A4' size good quality paper. The printout should be same as available on website. The print should be legible and indelible.
  - In case of any correction/addition/alteration/omission in the Bid/RFP Document, as made available by DMRC, observed at any stage, the bid shall be treated as non-responsive and shall be rejected out-rightly.
- 6.16.7 Late Tenders- Tenders have to be uploaded on e-tendering portal [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC) before the due date and time of tender submission. The tender security and cost of tender documents shall be submitted to office of Dy. General Manager / Property Business, Delhi Metro Rail Corporation 'B'-Wing, 4th Floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi -10001. It shall be the responsibility of the bidder / tenderer to ensure that their tender security and cost of tender documents reaches the designated officer before the dead line for submission. Tenders document cost & EMD received after due date and time of submission of Bid shall not be accepted. DMRC will not be responsible for any delay, internet connection failure or any error in uploading the tender submission. The tenderers are advised to upload their submissions well before the due date and time of tender submission to avoid any problems and last minute rush. DMRC shall not be responsible for tender security and tender cost delivered to any other

place / person in DMRC (like DAK section/ Tapal / receipt section, etc) other than the designated officer and does not reach the designated officer before the deadline for submission. DMRC may, at its sole discretion, extend the deadline for submission of tenders by issuing an amendment, in which case all rights and obligations of DMRC and the Tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended. Notwithstanding anything contained in this Bid document, DMRC reserves the right to accept or reject any Bid offer and to annul the Bidding Process and reject all Bid offers, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

- 6.17 Notwithstanding anything contained in this Bid document, DMRC reserves the right to accept or reject any Bid offer and to annul the Bidding Process and reject all Bid offers, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.
- 6.18 Confidentiality: Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising DMRC in relation to, or matters arising out of, or concerning the Bidding Process. DMRC shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. DMRC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or DMRC or as may be required by law or in connection with any legal process.

## **CHAPTER-7: Evaluation of Bids**

- 7.1 Tender Opening:-The Bidder shall be opened online by the opening committee on due date and time of tender opening. The Bid security will be checked in Bid Document for Licensing of Commercial Spaces at Janpath Metro Station and details will be read out for the information of representative of Bidders. Technical bids of those Bidders who have not submitted Bid security shall not be opened. Tender which is accompanied by an unacceptable or fraudulent Bid Security shall be considered as non – compliant and rejected. The Technical Bids of all the Bidders shall be opened in the presence of Bidders or their representatives who choose to attend on date & time as mentioned in Bid document. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by DMRC, the next official working day shall be deemed as the date of opening of Technical Bids. The Tender of any Bidder who has not complied with one or more of the foregoing instructions may not be considered. The details will be read out for the information of representative of Bidders, present at the time of opening of Tender. On opening of the Tender, it will be checked if they contain Pre – Qualification, Technical & Financial Bids. Pre – Qualification & Technical bids of the Bidders not containing financial bids shall not be opened. DMRC shall prepare a record of opening of the, Pre – Qualification, Technical & Financial Bids, which shall include, the name of bidder and whether there is a withdrawal, substitution or modification; alternative proposals, and presence or absence of a Bid security. The Bidders representatives who are present shall be requested to sign the record. The omission of a bidder’s signature on the record shall not invalidate the contents and effect of the record. The Bidders name, details of the Bid security and such other details as DMRC or his authorized representative, at his discretion, may consider appropriate will be announced at the time of tender opening. The sealed financial bids will be opened on a subsequent date after evaluation of technical bids. Financial bids of only those Bidders whose submissions are found substantially responsive and technically compliant will be opened. The time of opening of financial bids shall be informed separately to only the Tenderers who have qualified during Pre – Qualification and Technical evaluation stages and bidder(s) can be present to witness opening of Financial Bids.
- 7.2 Evaluation of Financial Bids: DMRC shall open Financial Bids of all Bidders who have passed the Pre- Qualification criteria and have submitted substantially responsive Technical Tenders, in the presence of Bidder’s representatives who choose to attend at the address, date and time informed / specified by DMRC. The financial bids of the bidders shall be opened one at a time, reading out: the name of the Bidders and whether there is a modification; the Tender Price(s), including any discounts and any other details as DMRC may consider appropriate. Only Financial Bids discounts read out and recorded during the opening of Price Tenders shall be considered for evaluation. No Tender shall be rejected at the opening of Price Tenders. The Bidder’s representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the

Bid Document for Licensing of Commercial Spaces at Janpath Metro Station contents and effect of the record. A copy of the record shall be distributed to all Bidders. In case two or more bids are of the same rates then Bidder whose turnover is higher will be selected. However, DMRC's decision shall be binding and final.

7.3 To facilitate evaluation of Bids, DMRC may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

7.4 Selection of Bidder who qualifies the Eligibility & Financial Criteria:

7.4.1 After selection, Letter of Acceptance (the "LOA") shall be issued, in duplicate, by DMRC to the Selected Bidder.

7.4.2 Schedule of Various Stages: The Selected Bidder shall follow the following time lines:

<b>Stage of Activity</b>	<b>Time Period</b>
Payment of Interest Free Security Deposit/ Performance Security to DMRC by Licensee.	Within 30 days of issue of Letter of Acceptance
Licensing space to be handed over to Selected Bidder	Within 7 days of making the payments of Interest Free Security Deposit/ Performance Security.
Signing of License Agreement	Within 30 days after handing over of the licensed space.
Payment of Advance License Fee for 1 <sup>st</sup> Quarter to DMRC by Licensee.	Within 120 days after handing over of the Licensed space.

7.5 The selected Bidder is required to submit Interest Free Security Deposit/ Performance Security within 30 (Thirty) days from the date of issuance of Letter of Acceptance. Any request of successful Bidders for seeking any clarification/ approval/ document from DMRC shall be considered only after submission of requisite Interest Free Security Deposit/Performance Security. In case the bidder fails to submit Interest Free Security Deposit/Performance Security within 30 days from date of issuance of LOA, penal surcharge payable to DMRC only in the form of Demand Draft of scheduled Bank for late payment of Interest Free Security Deposit/ Performance Security shall be applicable as follows:

<b>Days from issuance of LOA</b>	<b>Rate of penal surcharge</b>
Up to 30 days	NIL
31 <sup>st</sup> to 45 <sup>th</sup> day	@ 3% flat on Interest Free Security Deposit/ Performance Security amount
46 <sup>th</sup> to 60 <sup>th</sup> day	@ 4% flat on Interest Free Security Deposit/ Performance Security

- 7.6 If the Successful Bidder fails to deposit Interest Free Security Deposit/ Performance Security in accordance with LOA within 60 days from the date of issue of LOA, DMRC shall have right to cancel the LOA and forfeit the EMD and any other part payment paid to DMRC. The bidder voluntarily and unequivocally agrees not to seek any claim, Compensation, damages or any other consideration whatsoever on this account
- 7.7 DMRC shall hand over Scheduled Space for which Bidder has been selected by DMRC out of the Spaces indicated in Annexure-1 and shown in location plans within 7 days from the date of receipt of Interest Free Security Deposit/ Performance Security as stipulated in Letter of Acceptance on “as is where is basis” by issuing a letter of intent. If the Selected Bidder fails to take over the Scheduled Space on scheduled date mentioned in the letter of intent for whatsoever reasons, the Scheduled Space shall be deemed handed over on 7<sup>th</sup> day from the date of receipt of Interest Free Security Deposit/ Performance Security as stipulated in Letter of Acceptance or on the intended date of handing over whichever is later. If DMRC fails to hand over any part area of a Scheduled Space within specified period, the Successful Bidder voluntarily and unequivocally agrees not to seek any claim, Compensation on, damages or any other consideration whatsoever on this account.
- 7.8 Selected Bidder shall sign the License Agreement within 30 days of handing over of the licensed space. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement.
- 7.9 The licensee shall pay Advance License Fee for 1st Quarter to DMRC within 120 days after handing over of the licensed space. If the Selected Bidder fails to pay Advance License Fee for 1st Quarter within 120 days after handing over of the Space, it shall be treated as non-payment of DMRC dues and action shall be taken as per Article-7 of Draft License Agreement.
- 7.10 Notwithstanding anything contained in this Bid document, DMRC reserves the right to accept or reject any Bid offer and to annul the Bidding Process and reject all Bid offers, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason therefore.

**Confidentiality:**

- 7.11 All documents forming part of the bidding process shall remain or become the properties of DMRC and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation for their Bid. The provisions of this Clause shall also apply mutatis mutandis to all documents submitted by the Bidders, and DMRC shall not return to the Bidders any document or any information provided along therewith.
- 7.12 Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising DMRC in relation to, or matters arising out of, or concerning the Bidding Process. DMRC shall treat all information, submitted as part of Bid, in confidence and shall require all those who have



Bid Document for Licensing of Commercial Spaces at Janpath Metro Station  
access to such material to treat the same in confidence. DMRC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or DMRC or as may be required by law or in connection with any legal process.

## **CHAPTER-8: MISCELLANEOUS**

- 8.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process. During the bidding process no dispute of any type would be entertained. Even in such cases where DMRC asks for additional information from any bidder, the same cannot be adduced as a reason for citing any dispute. All disputes between the selected bidder and DMRC shall be settled as per the Dispute Resolution procedure elaborated in the Draft License Agreement. The courts at Delhi shall have the sole & exclusive jurisdiction to try all the cases arising out of this License agreement.
- 8.2 DMRC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - b) consult with any Bidder in order to receive clarification or further information;
  - c) retain any information and/ or evidence submitted to DMRC by, on behalf of, and/ or in relation to any Bidder; and/ or
  - d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 8.3 It shall be deemed that by submitting the Bid, the Bidder agrees and relieves DMRC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 8.4 Whole Bid Document is to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere, the priority shall be given to the Draft License Agreement.
- 8.5 The Bidders who have downloaded the Bid Document from the DMRC's website, should carefully note the following instructions:
- e) The Bidders should ensure that the complete Bid Document has been downloaded.
  - f) The printout of Bid Documents should be taken on an 'A4' size good quality paper. The printout should be same as available on DMRC's website. The print should be legible and indelible.
  - g) The downloaded Bid Documents should have proper binding.
  - h) In case of any correction/ addition/ alteration/ omission in the Bid Document observed at any stage, the bid shall be treated as non-responsive and is liable to be rejected.

**Annexure-1: Detail of Scheduled Spaces**

<b>Schedule</b>	<b>Space ID</b>	<b>Location</b>	<b>Area of space (in Sqm)</b>
<b>I</b>	Janpath_1	at Gate No. 3	216
<b>II</b>	Janpath_2	at Gate No. 4	187

**Note-1:** Areas indicated above are approximate. Actual area measured at the time of handing over shall be final. If there is any variation in area, the License Fee and other dues shall be charged for actual area to be handed over.

**Note-2:** The commercial Spaces offered on license basis are available on “as is where basis is”. The location of the Scheduled Spaces is shown in the Location Plans placed at Annexure-IX.

**Note-3:** The commercial Spaces can be utilized for any activity except the activities specified in banned list as detailed in Annexure-II.

**Note-4:** Bidders who propose to download and use this Bid document are required to collect the location plans and other drawings which shall form the part of the Agreement for the above commercial spaces, from the office of the DGM/PB, DMRC Ltd, 4th Floor, B-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi 110 001, between 1500 hrs to 1700 hrs on all working days, free of cost on production of identity proof and authority letter of the Bidder. The location plans & other drawings shall be duly signed and submitted along with the Bid.

**Annexure-2: Letter Comprising the Bid**

(On Official letterhead of the Bidder)

No:

Dated:

**General Manager/Property Business,  
2<sup>nd</sup> Floor, 'A' Wing, Metro Bhawan,  
Fire Bridge Lane, Barakhamba Road,  
New Delhi-110001**

**Sub: Bid for Licensing Rights of commercial Spaces of Schedule ..... and ..... at Janpath Metro Station.**

Sir,

With reference to above subject, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Licensing Rights at the commercial Spaces at Janpath Metro Station. The Bid is unconditional and unqualified.

1. I/ We acknowledge that DMRC shall be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Licensee for the aforesaid subject, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Licensee for the aforesaid subject. I/ We shall make available to DMRC any additional information it may find necessary or require to supplement or authenticate the Bid.
3. I/ We acknowledge the right of DMRC to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. I/ We declare that:
  - (a) I/ We have examined and have no reservations to the Bidding Documents, including Addendum/ Corrigendum, if any, issued by DMRC; and
  - (b) I/ We do not have any conflict of interest in accordance with provisions of the Bid Document; and
  - (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as stipulated in the Bid Document, in respect of any Bid or Bid Document issued by or any agreement entered into with DMRC; and
  - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the Bid Document, no person acting for us or on our behalf has

engaged or shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

- (e) the undertakings given by me/us along with the Application in response to the Bid Document for the above subject were true and correct as on the date of making the Bid and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
5. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the above subject, without incurring any liability to the Bidders, in accordance with provisions of the Bid Document.
  6. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by DMRC in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned subject License Agreement and the terms and implementation thereof.
  7. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a License Agreement in accordance with the draft that has been provided to me/ us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
  8. I/ We have studied all the Bidding Documents carefully and also surveyed the DMRC Space. We understand that except to the extent as expressly set-forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by DMRC or in respect of any matter arising out of or relating to the Bidding Process including the award of License Agreement.
  9. I/ We offer due Bid Security to DMRC in accordance with the Bid Document. The documents accompanying the Bid, as specified in Bid Document, have been submitted in a separate envelope and marked as “Enclosures of the Bid”.
  10. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the licensing rights as mentioned in above subject are not awarded to me/us or our Bid is not opened or rejected.
  11. The financial offer has been quoted by me/us after taking into consideration all the terms and conditions stated in the Bid Document, addenda /corrigenda, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
  12. I/ We agree and undertake to abide by all the terms and conditions of the Bid Document.
  13. I/We agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement for the License period in accordance with the

Bid Document for Licensing of Commercial Spaces at Janpath Metro Station  
Agreement.

14. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the Bid Document.
15. I/ We hereby submit bid documents i.e. Bid Documents and Draft License Agreement duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith.

*(Following declaration is to be submitted only by the Bidders who have downloaded the Bid Document from DMRC's website)*

I / We declare that the submitted Bid Documents are same as available on DMRC's website. I / We have not made any modification / corrections / additions etc. in the Bid Documents. I / We have checked that no page is missing and all pages are legible and indelible. I / We have properly bound the Bid Documents. In case at any stage, it is found that there is any difference in the downloaded Bid Documents from the original Bid Documents available at DMRC's website, DMRC shall have the absolute right to reject my/ our bid or terminate the license agreement after issue of Letter of Acceptance, without any prejudice to take any other action as specified for material breach of conditions of Bid/ License Agreement.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the Bid Document.

Yours

**(Signature, name and designation of the Authorised signatory)**  
**Name and seal of Bidder/ Lead Member**

**Date:**

**Place:**

**Annexure-3: Bid Form**

**Part-I: Schedule-I**

(To be submitted by the Bidder on his Letterhead)

**Name of the Bid:** Bid for Licensing Rights of Built-up Spaces at Janpath Metro Station.

**Period of License:** Fifteen (15) years

I/ We hereby submit the Financial Bid for the captioned Bid and quote the rate of license fees for the Schedule-I as given below.

Schedule No.	Details of Schedule	Whether separate bid security for this schedule is submitted or not	Rate of License Fee for space (in Rs. per sqm per month)	
			In Figures	In Words
<b>Schedule-I</b>	Commercial Space of 216 sqm at Gate No.3as per Annexure-1.	Yes / No (Give Details)		

I/ we also agree/ declare that -

1. The other utility charges like electricity, water & chiller charges, statutory dues/ taxes, local levies, etc. as applicable from time to time to be charged extra.
2. The License fee and water charges shall be escalated by 20% on compounding basis after completion of every three years of license period.
3. If there is any discrepancy between amounts quoted in words and figures, the amount quoted in words shall prevail.
4. This offer is being made by me/ us after taking into consideration all the terms and conditions stated in the Bid document, and after careful assessment of the Commercial Spaces offered, all risks and contingencies and all other conditions that may affect the financial Bid.
5. My/ our offer shall remain valid for 180 days from the due date of submission of this Bid.
6. I/ we undertake to make the payments to DMRC as per terms and conditions of the Bid document as per rates given above.

Date:

Authorized signatory

Place:

Name and seal of Bidder

**Note:** The financial offer for the particular schedule shall be considered only if the bidder has submitted bid security for that particular schedule and also fulfils eligibility criteria.

**Annexure-3: Bid Form**

**Part-II: Schedule-II**

(To be submitted by the Bidder on his Letterhead)

**Name of the Bid:** Bid for Licensing Rights of Built-up Spaces at Janpath Metro Station.

**Period of License:** Fifteen (15) years

I/ We hereby submit the Financial Bid for the captioned Bid and quote the rate of license fees for the Schedule-II as given below.

Schedule No.	Details of Schedule	Whether separate bid security for this schedule is submitted or not	Rate of License Fee for space (in Rs. per sqm per month)	
			In Figures	In Words
<b>Schedule-II</b>	Commercial Space of 187 sqm at Gate No.4as per Annexure-1.	Yes / No (Give Details)		

I/ we also agree/ declare that -

1. The other utility charges like electricity, water & chiller charges, statutory dues/ taxes, local levies, etc. as applicable from time to time to be charged extra.
2. The License fee and water charges shall be escalated by 20% on compounding basis after completion of every three years of license period.
3. If there is any discrepancy between amounts quoted in words and figures, the amount quoted in words shall prevail.
4. This offer is being made by me/ us after taking into consideration all the terms and conditions stated in the Bid document, and after careful assessment of the Commercial Spaces offered, all risks and contingencies and all other conditions that may affect the financial Bid.
5. My/ our offer shall remain valid for 180 days from the due date of submission of this Bid.
6. I/ we undertake to make the payments to DMRC as per terms and conditions of the Bid document as per rates given above.

Date:

Authorized signatory

Place:

Name and seal of Bidder

Note: The financial offer for the particular schedule shall be considered only if the bidder has submitted bid security for that particular schedule and also fulfils eligibility criteria.



**Annexure-4: General Information of the Bidder**

1. (a) Name :
  - (b) Country of incorporation :
  - (c) Address of the corporate headquarters :
  - (d) Address of its branch office(s) in India:
- 
2. Details of individual(s) who shall serve as the point of contact/ communication for DMRC within the Company:
    - (a) Name :
    - (b) Designation :
    - (c) Company :
    - (d) Address :
    - (e) Telephone Number :
    - (f) Fax Number :
    - (g) E-Mail Address :

3. In case of Consortium/ JV:

- a. The information above (1 & 2) shall be provided for all the members of the consortium/ JV.
- b. Information regarding role of each member:

Sl. No.	Name of Member	Percentage Stake in JV/Consortium	Role*
1			
2			
3			

\* Specify whether Lead Member / Ordinary Member

Signed

(Name of the Authorised Signatory)

For and on behalf of

(Name of the Bidder)

Designation

Place:

Date:

**Annexure-5: Power of Attorney of Bidder**

Know all men by these presents, We \_\_\_\_\_ (name and address of the registered office) do hereby constitute, appoint & authorize Mr./ Ms.

\_\_\_\_\_ (name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid, including signing and submission of all documents and providing information / responses to DMRC, representing us in all matters before DMRC, and generally dealing with DMRC in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

---

Accepted

\_\_\_\_\_ (signature)  
(Name, Title and Address) of the Attorney

**Note:**

- 1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the 29 fulfillment(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- 2. It should be on non-judicial stamp paper of Rs.100/- at least duly notarized with supported by copy of Board of Resolution passed for this purpose only in case of company.*

**Annexure-6: Consortium Agreement/ Memorandum of Understanding**

This Consortium Agreement/Memorandum of Agreement is executed at New Delhi on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

BETWEEN

Mr. \_\_\_\_\_ R/o \_\_\_\_\_ OR  
M/s \_\_\_\_\_, a Company incorporated under the Companies Act, 1956 and  
having its Registered Office at \_\_\_\_\_ acting through its  
\_\_\_\_\_ duly authorized by a resolution of the Board of Directors dated \_\_\_\_\_  
(hereinafter referred to as the 'LEAD MEMBER' which expression unless excluded by or  
repugnant to the subject or context be deemed to mean and include its successors in interest,  
legal representatives, administrators, nominees and assigns) of the ONE Part;

AND

Mr. \_\_\_\_\_ R/o \_\_\_\_\_ OR  
M/s \_\_\_\_\_, a Company incorporated under the Companies Act, 2013 and  
having its Registered Office at \_\_\_\_\_ and acting through its \_\_\_\_\_,  
duly authorized by a resolution of the Board of Directors dated \_\_\_\_\_ (hereinafter  
referred to as the ('Participant member') which expression unless excluded by or repugnant to  
the subject or context be deemed to mean and include its successors in interest, legal  
representatives, administrators, nominees and assigns) of the OTHER/SECOND PART

AND

Mr. \_\_\_\_\_ R/o \_\_\_\_\_ OR  
M/s \_\_\_\_\_, a Company incorporated under the Companies Act, 2013 and  
having its Registered Office at \_\_\_\_\_ and acting through its \_\_\_\_\_,  
duly authorized by a resolution of the Board of Directors dated \_\_\_\_\_ (hereinafter  
referred to as the ('Participant member') which expression unless excluded by or repugnant to  
the subject or context be deemed to mean and include its successors in interest, legal  
representatives, administrators, nominees and assigns) of the THIRD PART]

Whereas Delhi Metro Rail Corporation Limited (hereinafter referred to as 'DMRC') has invited Bids for the "licensing rights of Commercial Spaces at Janpath Metro Station" in terms of the Bid documents issued for the said purpose and the eligibility conditions required that the Bidders bidding for the same should meet the conditions stipulated by DMRC for participating in the bid by the Consortium for which the Bid has been floated by DMRC.

AND WHEREAS in terms of the bid documents all the parties jointly satisfy the eligibility criteria laid down for a bidder for participating in the bid process by forming a Consortium between them.

AND WHEREAS all the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid bid and have decided to reduce the agreed terms to writing.

NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the Bid process for “licensing rights of Commercial at Janpath Metro Station” in terms of the Bid invited by Delhi Metro Rail Corporation Ltd., (DMRC).
2. That all the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by DMRC for awarding the Bid to the Consortium so that the Consortium may take up the aforesaid Space, in case the Consortium turns out to be the successful bidder in the bid being invited by DMRC for the said purpose.
3. That all the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfills the pre-qualification/eligibility criteria stipulated for a bidder, to participate in the bid for the said Bid process for “Licensing rights of commercial spaces at Janpath Metro Station”.
4. That the Consortium have agreed to nominate any one of \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Bid Application Form etc., Mandatory Information, Financial Bid, etc. and such other documents as may be necessary for this purpose.
5. That the share holding of the members of the Consortium for this specified purpose shall be as follows:
  - (i) The Lead Member shall, have \_\_\_\_\_per cent (\_\_\_\_%) of share holding with reference to the Consortium for this specified license agreement.
  - (ii) The Participant Member shall have \_\_\_\_\_ (\_\_\_\_%) of share holding with reference to the Consortium for this specified license agreement.
6. That in case to meet the requirements of bid documents or any other stipulations of DMRC, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.
7. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own

Bid Document for Licensing of Commercial Spaces at Janpath Metro Station  
respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.

8. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project if awarded to the Consortium in the Memorandum to meet the requirements and stipulations of DMRC.

IN FAITH AND TESTIMONY WHEREOF THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN.

1. (\_\_\_\_\_)   
Authorized Signatory   
(\_\_\_\_\_)   
For (Name of company)

2. (\_\_\_\_\_)   
Authorized Signatory   
(\_\_\_\_\_)   
For (Name of company)

3. (\_\_\_\_\_)   
Authorized Signatory   
(\_\_\_\_\_)   
For (Name of company)

*Enclosure:* Board resolution of each of the Consortium Members authorizing:

- (i) Execution of the Consortium Agreement, and
- (ii) Appointing the authorized signatory for such purpose.

**Annexure-7: Affidavit**

(To be given separately by each consortium member of the Bidder on Stamp Paper of Rs. 10)

I, ..... S/o ....., resident of .....  
..... the .....(insert designation)  
of the .....(insert name of the single bidder/consortium member if a consortium),  
do solemnly affirm and state as follows :

1. I say that I am the authorised signatory of .....(insert name of company/consortium member) (hereinafter referred to as “Bidder/Consortium Member”) and I am duly authorised by the Board of Directors of the Bidder/Consortium Member to swear and depose this Affidavit on behalf of the bidder/consortium member.
2. I say that I have submitted information with respect to our eligibility for Delhi Metro Rail Corporation’s (hereinafter referred to as “DMRC”) Bid Document for licensing rights of Commercial Spaces at Janpath Metro Station and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
3. I say that, we hereby also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by DMRC to verify our credentials/information provided by us under this Bid and as may be deemed necessary by DMRC.
4. I say that if any point of time including the License period, in case DMRC requests any further/additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of DMRC.
5. I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our Bid shall entitle us to be disqualified from the tendering process for the said project. The costs and risks for such disqualification shall be entirely borne by us.
6. I state that all the terms and conditions of the Bid Document have been duly complied with.

DEPONENT

**VERIFICATION:-**

I, the above named deponent, do verify that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed.

Verified at ....., on this ..... day of.....,2015.

DEPONENT

**Annexure-8: Undertaking for Responsibility**

(On Rs. 100/- stamp paper duly notarized)

\_\_\_\_\_ as a lead member of the consortium of \_\_\_\_ companies - namely \_\_\_\_\_ (Complete name with address) jointly & severally undertake the responsibility in regards to the license agreement with DMRC in respect of Licensing of .....:-

1. That, we Solely undertake that \_\_\_\_\_ (Name of the Company/ consortium member) shall conduct all transactions/ correspondences and any other activity in connection with License agreement pertaining to licensing rights of Commercial Spaces at Janpath Metro Station.
2. That, all consortium members are jointly or severally responsible for all commitments / liabilities/ dues etc. to DMRC.
3. That, we further confirm that, the stake holding of lead member- \_\_\_\_\_ (Name of the company/ consortium member) shall always remain more than 51% and we, all consortium members, insure that there shall be no change in the stake holding of all parties during the initial lock-in period of license agreement.
4. We also confirm that our consortium was made on Dt. \_\_\_\_\_, for seeking licensing rights of Commercial Spaces Janpath Metro Station in support of which a copy of our Board Resolution is attached with this Undertaking.

(Authorised/ CEO of all \_\_\_\_ consortium members to sign on undertaking with witness signatures)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

- Witness
- 1.
  - 2.

**Annexure-9: Certificate of Statutory Auditor with regard to Eligibility of the Bidder**

(On the Letterhead of the Statutory Auditor)

We have verified the relevant statutory and other records of M/s \_\_\_\_\_ [Name of Bidder], and certify that the cumulative gross turnover of M/s \_\_\_\_\_ (Name of the Bidder) in the last 3 completed financial year is Rs. \_\_\_\_\_.

Year wise details of Gross Annual Turnover is as under:

Name of Bidder or member of JV	Annual Gross Turnover		
	2012-13	2013-14	2014-15
Name of Bidder or member(1) of Consortium/ JV			
Name of Bidder or member(2) of Consortium/ JV			
Name of Bidder or member(3) of Consortium/ JV			
TOTAL			

Name & address of Bidder's Bankers:

**Signature and Seal of the Statutory  
Auditor clearly indicating his/her  
membership number**

Note: (i) Turnover as brought out in the audited annual financial results is to be indicated in above table and certified by the statutory auditor of the Bidders.



**ANNEXURE-10: UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT**

We here by confirm that, we have downloaded / read the complete set of tender documents /addendum/clarifications along with the set of enclosures hosted on e-tendering portal www.tenderwizard.com/DMRC. We confirm that we have gone through the bid documents, addendums and clarifications for this work placed upto the date of opening of bids on the e-tendering portal [www.tenderwizard.com/DMRC]. We confirm our unconditional acceptance for the same and have considered for these in the submission of our financial bid. We/I here by give our acceptance to all the terms and conditions of the bid document as well as the draft licensee agreement .

Company Name \_\_\_\_\_

Name \_\_\_\_\_

Signature\_\_\_\_\_ Date: \_\_\_\_\_

Postal Address \_\_\_\_\_

E-Mail ID \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_

Company Seal:

**Annexure-11: Draft License Agreement**

**Agreement No \_\_\_\_\_ of Year \_\_\_\_\_**

**THIS AGREEMENT** is executed on this \_\_\_\_ day of \_\_\_\_\_ 2015 at Delhi

**BY AND BETWEEN**

The Delhi Metro Rail Corporation Ltd. incorporated under the Companies Act-1956 having its registered office at Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001, India, hereinafter referred to as the “Licensor” or “DMRC” (which expression shall unless repugnant to the context mean and include it’s successors and assigns) or the **First Party**

**AND**

M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_ and represented by (COMPANY/ CONSORTIUM) \_\_\_\_\_, hereinafter called “**Licensee**” (which expression shall unless repugnant to the context or meaning thereof include the successors and assigns) or the **Second party**.

**WHEREAS**

- a) DMRC, with a view to augment its revenues through non-operating measures, had invited open bids from the interested parties. After consideration of the offers, DMRC has selected M/s \_\_\_\_\_ as “Licensee” for assigning Licensing rights of the Commercial Spaces at Janpath Station as per schedule given in Annexure-I, hereinafter called “**Licensed Space**”, on “*as is where is basis*”.
- b) DMRC has agreed to provide to the Licensee, the Licensing Rights of Licensed Space (pre identified by DMRC) on “as is where is basis”, on payment of License Fee and other charges to DMRC on the terms and conditions hereunder contained in this License Agreement.
- c) Licensee shall use, develop, manage, operate, maintain, market and sub-license the Licensed Space (through proper sub-license Agreement) licensed to them at DMRC Station as specified in this Agreement at its own cost.

**NOW THEREFORE**, in lieu of the mutual promise and consideration set out herein DMRC and the Licensee (hereinafter collectively called “**Parties**”) witnesseth and hereby agree as follows:

- A. The several documents forming this Agreement are to be read as mutually explanatory to

Bid Document for Licensing of Commercial Spaces at Janpath Metro Station  
one another and, unless otherwise expressly provided elsewhere in this Agreement, in the event of any conflict, discrepancy or ambiguity between them, the priority of documents shall be in the order :

- i. This Agreement
- ii. Letter of Acceptance No. \_\_\_\_\_ dated \_\_\_\_\_
- iii. The written clarifications and addenda issued to the Bidders
- iv. Bid Document and other Document forming part of the Bidding Process.

B. The Licensee hereby covenants as follows: -

- i. Licensee hereby assumes responsibility of the Licensed Space at Janpath Metro Station as given in Annexure-I. Licensee shall be responsible to manage, operate, maintain, use, market and sub-license the licensed space as specified in this Agreement at its own cost.
- ii. Licensee irrevocably agrees to make all payments including License Fee as per this Agreement as and when due, without delay or demur, without waiting for any formal advice from DMRC in this regard.
- iii. The Licensee confirms having examined the potential locations inside Janpath Metro Station in detail and fully understands and comprehends the technical requirements of the Licensed Space. The Licensee also confirms full satisfaction as to the business viability of licensing the Licensed space inside the Station and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. Licensee also confirms having made independent assessment of present and future market potential and no future claim what so ever regarding change in market circumstances shall be used by it as an alibi or excuse for non-payment of License Fee and other amounts due to DMRC under this License Agreement.

C. That DMRC and LICENSEE represent and warrant that they are empowered, authorized and able to make this agreement.

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**ARTICLE-1: DEFINITIONS**

- a) **“Agreement”** means the License Agreement to be executed between DMRC and the Selected Bidder in the format approved by DMRC and includes any amendments, annexure hereto made in accordance with the provisions hereof.
- b) **“Applicable Laws”** means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules/ regulations/ notifications issued by them from time to time. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- c) **“Applicable Permits”** means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the “Commercial spaces” during the subsistence of this Agreement.
- d) **“As is where is basis”** means License of the said Commercial spaces including all equipment, installations, fittings and fixtures is given on ‘as is where is basis’. The LICENSEE may make additions or alterations in the licensed space, carry out various installations including electric installations and wiring, with the prior permission of DMRC in writing at its own cost. Licensee shall not be entitled for any compensation with regard to additions carried out by them in the licensed Commercial spaces. LICENSEE shall be required to hand over the Licensed Space at the end of license period.
- e) **“Bid”** means the documents in their entirety comprised in the bid, including all clarifications, addenda and revisions issued by DMRC to the Bidders, the Proposal submitted by the successful Bidder (Licensee) in response to the Bid Notice in accordance with the provisions thereof.
- f) **“Bidder”** means any entity which is a registered sole proprietorship firm, a partnership firm or a company having registered office in India, or a combination of above in the form of Joint Venture (JV) or consortium etc.
- g) **“Bid Security”** means the refundable amount to be submitted by the Bidder along with Bid Documents to DMRC as a security against the earnestness of bid.
- h) **“Change in Law” means the occurrence or coming into force of any of the following after the date of signing this Agreement:**
- a) The enactment of any new Indian law
  - b) The repeal, modification or re-enactment of any existing Indian law
  - c) Any change in the rate of any Tax

Provided that Change in Law shall not include:

- i. Coming into effect after the date of signing this Agreement of any provision of a statute which is already in place as of the date of signing this Agreement (or)
  - ii. Any new law or any change in existing law under the active consideration of or in the contemplation of any Government as of the date of signing this Agreement, which is a matter of public knowledge.
- i) **“Commencement Date or Handover Date”** means the date on which the Licensed Space is handed over by DMRC to the Selected Bidder, in accordance with the terms of this agreement.
- j) **“Damages”** shall mean any claim of DMRC against the Licensee for breach of this Agreement, including but not limited to, losses, dues, arrears etc. against which DMRC shall be entitled to claim and adjust the Security Deposit/ Performance Security.
- k) **“DMRC”** means Delhi Metro Rail Corporation Limited.
- l) **“Interest Free Security Deposit/ Performance Security”** means interest free amount to be deposited by the Licensee with DMRC as per terms and conditions of License Agreement as a security against the performance of the License Agreement.
- m) **“License”** means the licensing rights granted by DMRC to the Selected Bidder for various activities excluding the banned activities as per banned list of usage of premises attached as Annexure-II, inside the Licensed Space at Janpath Metro Station, based on the terms and conditions of the License Agreement.
- n) **“Licensee”** means the Selected Bidder, who has executed the license agreement with DMRC pursuant to bidding process for carrying out commercial activities (excluding banned list of usage of premises) at specified locations of Janpath Metro Station.
- o) **“License Fee”** means the amount payable by the licensee to DMRC as per rates offered by the Selected Bidder for utilization of licensed space and accepted by DMRC to be paid by the Licensee along with other charges and any kind of Central or State Taxes, local levies, statutory dues, etc. that may be payable by the licensee as per prevalent law.
- p) **“License Period”** means the period beginning from the Commencement Date and ending on the Termination Date.
- q) **“Licensed Space”** means the Commercial spaces as scheduled in Annexure-I namely the Specified Area in Janpath Metro Station handed over by DMRC to the licensee under and in accordance with this License Agreement.
- r) **“Permits”** shall mean and include all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities.
- s) **“Selected Bidder”** means the bidder who has been selected by DMRC, pursuant to the

Bid Document for Licensing of Commercial Spaces at Janpath Metro Station  
bidding process for award of license.

- t) **“Sub Licensee”** means all person/ agency with whom Licensee has executed sub license agreement as per terms and conditions of license agreement executed between DMRC and the Licensee, for utilization of the Commercial Spaces.
- u) **"Tax"** means and includes all taxes, fee, cesses, levies that may be payable by the Licensee under the Applicable Law to the Government or any of its agencies.
- v) **“Termination Date”** means the end of the License period or date of sooner determination of the License period in accordance with the terms of this Agreement whichever is earlier.



**ARTICLE-2: GRANT OF LICENSE**

- 2.1 Licensing rights of Commercial Spaces of ..... sqm area at Gate No..... of Janpath Metro Station as detailed in Annexure-I has been granted by DMRC to the licensee as per terms and conditions of this License Agreement.
- 2.2 The area of Licensed Space specified in Annexure-I is approximate. The License Fee shall be charged for actual area handed over to the selected Bidder. Actual area shall be measured at the time of handing over of the area. If the actual area varies, the License Fee shall be charged for actual area handed over to the selected Bidder. The area of structural columns shall be excluded from the chargeable area.
- 2.3 Subsequently, at the demand of Licensee, additional commercial space can also be provided, if feasible, at the sole discretion of DMRC. The license fee of such additional commercial spaces shall be charged at weighted average rate of license fee of commercial spaces at that floor level applicable on date of handing over of such additional space. The license fee for such additional spaces shall be charged after expiry of 30 days from the date of handing over by DMRC. The license period of such additional spaces shall be co-terminus with the License Agreement.

**TENURE OF LICENSE**

- 2.4 Tenure of License Agreement shall be 15 (fifteen) years, unless otherwise terminated by DMRC or surrendered by the Licensee. The tenure of License Agreement shall commence from the date of handing over of the Licensed Space to the Licensee.
- 2.5 There shall be a lock in period of five years from the date of commencement of agreement.
- 2.6 The licensee shall have option to exit from the License Agreement after a lock in period. For it, the licensee shall have to issue six months prior notice to DMRC after completion of five years lock in period. In this case, Interest Free Security Deposit/ performance security of the Licensee shall be refunded after adjusting the dues, if any, to be payable by the Licensee.
- 2.7 If the Licensee is desirous of terminating the license hereby created before expiry of the lock-in period of the license or without giving advance notice of 6 months after lock-in period, the agreement shall deemed be terminated on the date of receipt of termination/ surrender notice in DMRC. In such cases, the interest free Security Deposit/ Performance Security shall be forfeited in favour of DMRC. Any outstanding dues payable to DMRC shall be adjusted/ recovered from the advance license fee and forfeited interest free Security Deposit/ Performance Security. Balance outstanding dues, if remained after adjustment of outstanding dues from the advance license fee and interest free Security Deposit / Performance Security, shall be recoverable from the licensee.
- 2.8 No partial surrender of the Licensed Space which has been handed over to the Licensee



Bid Document for Licensing of Commercial Spaces at Janpath Metro Station  
by DMRC shall be permissible to the Licensee during the currency of License Agreement.

- 2.9 At the end of License period or determination of this agreement prior to tenure of license period, for any reason whatsoever, all rights given under this License Agreement shall cease to have effect and the premises shall revert to DMRC, without any obligation to DMRC to pay or adjust any consideration or other payment to the Licensee.
- 2.10 On completion/ termination of License Agreement, the Licensee shall hand over the space with normal wear & tears. The Licensee shall be allowed to remove his movable assets like furniture, almirahs, air-conditioners, DG sets, equipment, etc. without causing damage to the structure. However, the Licensee shall not be allowed to remove any facility, equipment, fixture, etc. which has become an integral part of the development plan of the space.

### **LICENSE FEE**

- 2.11 The license fee (exclusive of all taxes) for the licensed space shall be paid by Licensee to DMRC at the rate of Rs. \_\_\_\_\_ per sqm/month. The license fee shall be paid in advance on quarterly basis for the actual area handed over.
- 2.12 The License fee shall commence immediately after fitment period of 180 days from the date of handing over of the space by DMRC and shall be charged until the termination/ completion of agreement. The Licensee is expected to complete his furnishing/ development work in all respects within this Fitment period.
- 2.13 Along with License Fee, Licensee shall also pay other dues i.e. statutory dues / liabilities, electricity charges, chiller charges, damage/ penal charges, pending arrears, etc. as applicable time to time.
- 2.14 DMRC shall provide normal water supply for basic requirements of licensee. The water consumption charges for basic requirements shall be payable by licensee @ Rs. 4.5/sqm area of Scheduled Space per month along with applicable Service Tax, if any. Any augmentation in the water requirement over and above basic requirements shall be met out by licensee at his own cost.
- 2.15 The License Fee, water Consumption Charges and the Interest Free Security Deposit/ Performance Security shall be escalated by 20% on completion of every 3 (three) years of license period, on compounding basis.
- 2.16 The license fee shall be paid to DMRC on Quarterly basis in advance to DMRC by the last working day of the previous quarter. This has also been illustrated below for better understanding of licensee –
- |   |   |  |
|---|---|--|
| <input type="checkbox"/> The Billing quarter                  | - | 1 <sup>st</sup> April - 30 <sup>th</sup> June  |
| <input type="checkbox"/> Period for the issue of invoice      | - | 1 <sup>st</sup> March - 15 <sup>th</sup> March |
| <input type="checkbox"/> Last Date of payment of Dues to DMRC | - | 31 <sup>st</sup> March                         |

- 2.17 The Licensee agrees voluntarily and unequivocally to make all payments to DMRC as may be due before the due date, without waiting for any formal advice from DMRC. If the Licensee does not receive an invoice by 7 days before the due date of payment, the Licensee agrees to collect the same from the office of authorized representative of the Licensor.
- 2.18 Licensee shall periodically advise the details of payment deposited with DMRC. In the case of non-submission of such details, initially Third Party dues i.e. statutory dues/liabilities shall be settled (mandatory liabilities of DMRC), then others dues/ liabilities like electricity, etc. and lastly License fee shall be accounted for. The account shall be reconciled by DMRC on annual basis. If, discrepancy shall be adjusted in next invoice.
- 2.19 If the Licensee fails to pay or partly pay the license fee and other dues required to be paid as per terms and condition of License Agreement by the due date, a 30 days' Cure Notice shall be issued to pay the outstanding license fee and other dues along with an interest of 18% (Eighteen percent) per annum on the amount of License Fee and other dues outstanding after the due date and falling in arrears. Interest shall continue to be accrued on monthly compounding basis until all the payable amount of License Fee and other dues are finally squared up. Such interest shall be charged on net outstanding dues for the actual day(s) of delay in payment.
- a) If the Licensee failing to pay the outstanding License Fee and other dues within 30 days' Cure Notice, DMRC shall issue a termination notice to make payment of outstanding License Fee and other dues within next 30 days. No representation of licensee shall be entertained in this period till the licensee pays all dues to DMRC.
  - b) In the event of Licensee failing to pay the outstanding License Fee and other dues within 15 days from the date of issue of termination notice, DMRC shall disconnect all utilities provided to the Licensee.
  - c) In the event of Licensee failing to pay the dues within 30 days from the date of issue of termination notice, it shall constitute Material Breach of Contract and Licensee's Event of Default under this Agreement and shall entitle DMRC to terminate the License Agreement as per provisions stipulated in Article-7 of the License Agreement. After such termination, the interest free Security Deposit/ Performance Security shall be forfeited in favour of DMRC. Any outstanding dues payable to DMRC shall be adjusted/ recovered from the advance license fee and forfeited interest free Security Deposit/ Performance Security. Balance outstanding dues, if remaining after adjustment of outstanding dues from the advance license fee and interest free Security Deposit / Performance Security, shall be recovered from the licensee.

**Interest Free Security Deposit/ Performance Security:**

- 2.20 The selected Bidder(s) shall submit Interest Free Security Deposit / Performance Security to DMRC equivalent to 1.1 times the Annual License Fee based on existing area possessed by the licensee and existing rate of license fee applicable as on date of its submission. The Interest Free Security Deposit / Performance Security shall be renewed/

Bid Document for Licensing of Commercial Spaces at Janpath Metro Station  
updated after every three years of license period. In case of subsequent handing over of additional area to the licensee, Interest Free Security Deposit/ performance security shall be updated as per updated area under possession of licensee.

- 2.21 The Interest Free Security Deposit/ performance security shall be payable in any one of the following forms:
- (a) Bank Draft in favour of DMRC payable at New Delhi from a Schedules Commercial Bank based in India, or
  - (b) Fixed Deposit Receipt of a Scheduled Commercial Bank/Post Offices based in India duly pledged in favour of DMRC, or
- 2.22 In case of a JV/Consortium, the Interest Free Security Deposit/ performance security is to be submitted in the name of its JV/ Consortium. However, splitting of the Interest Free Security Deposit/ performance security (while ensuring the Interest Free Security Deposit/ performance security is in the name of JV/ Consortium) and its submission by different members of the JV/ Consortium for an amount proportionate to percentage stake or otherwise is also acceptable.
- 2.23 In case of successful completion of the full term of the License period i.e. Fifteen (15) years from commencement date of License Agreement, or surrender of the license agreement by giving a six months prior notice to DMRC after successful completion of five years lock in period, the Interest Free Security Deposit/ Performance Security shall be refunded without accruing any interest on it and after adjusting the outstanding dues subjected to fulfillment of all handover requirements by the Licensee up to the satisfaction of DMRC.
- 2.24 DMRC shall reserve the right for deduction of DMRC dues from Licensee's Interest Free Security Deposit/ Performance Security at any stage of agreement i.e. currency/ completion/ termination/surrender, against -
- a) Any amount imposed as a penalty and adjustment for all loses/damages suffered by DMRC for any nonconformity with the Agreement terms & condition by the Licensee.
  - b) Any amount which DMRC becomes liable to the Government/Third party due to any default of the Licensee or any of his servant/ agent.
  - c) Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
  - d) Any other outstanding DMRC's dues/ claims, which remain outstanding after completing the course of action as per this License Agreement.
- 2.25 Once an amount is debited from the interest free Security Deposit/ Performance Security, the Licensee shall replenish the Security Deposit/ Performance Security to the extent the amount is debited, within 15 days period failing which it shall be treated as a Licensee's event of default.

**TAXES AND OTHER STATUTORY DUES**

2.26 All other statutory taxes, statutory dues, local levies, Service tax, etc. as applicable time to time, shall be charged extra and shall have to be remitted along with the License Fee for onward remittance to the Government. The Licensee indemnifies DMRC from any claims that may arise from the statutory authorities in connection with this License.

2.27 The property tax, if applicable on the property of DMRC, shall be borne by DMRC.



**ARTICLE-3: MAINTENANCE AND OPERATION OF LICENSED SPACES**

**3.1 Addition / Alteration to the Licensed Spaces:**

Licensee shall be permitted to carry out addition / alteration to the licensed spaces, renovate the partitions, interior design works along with utilities like power supply, water supply, toilets, drainage system, HVAC, fire protection system, telecommunication system, etc. of licensed spaces provided that:

- a) The modification duly adheres to the provision of all Applicable Laws including and in particular the prevalent Delhi Building Bye Laws and specified guideline/ requirements of other competent authorities.
- b) The design and construction work strictly conform to relevant Standard Building Codes and good industrial practices.
- c) For any addition & alteration to the existing floor plan, structure, utilities, etc., the licensee shall be solely responsible for planning and design, preparation of unavailable/ additional drawings for existing/ modified spaces & utilities, obtaining all necessary prior permissions/ approvals from DMRC and other competent authorities for modifications, FAR changes, fire protection system, etc. all complete at its own cost. DMRC shall legally restrain itself only up to forwarding/ applying for obtaining the permission/ approval from the other bodies/ departments. The liaising, risk & cost, etc. in this regard shall be borne by the Licensee. However, DMRC may provide assistance wherever possible on the best effort basis without any legal and binding obligations to facilitate the process.
- d) The details of NOC of fire approval are mentioned in Annexure-IV. Any further approval from Delhi Fire Services, if required, as per applicable norms for the existing usage of the licensed spaces shall be obtained by the licensee at their own cost. The Licensee warrants that any augmentation to existing fire protection system, if required, shall be done by the licensee as per relevant BIS Code of Practice and norms DMRC & Delhi Fire Services at his own cost.
- e) Licensee shall ensure that no structural damage is caused to the existing building and other permanent structure as a result of its activities.
- f) Licensee shall be responsible for safety, soundness and durability of the work undertaken by the Licensee including other structures forming part thereof.
- g) The facilities and works being undertaken or installed, shall not in any manner affect, hinder or interfere with the free movement of the DMRC's employees, other users. No surplus construction machinery and material, including any hazardous material and wastes shall be left at any place in the site.
- h) No material shall be stored or kept outside the site or in common area meant for movement of persons. Any special cleaning or drain clearance necessary as a result of the alteration works shall be carried out by Licensee at its own cost.

- i) The Licensee shall strictly comply with the safety procedure, measurement, specification & guidelines for execution of electrical works, approved list of materials, etc. as laid down in Annexure-IV & V to this Agreement. For such augmentation works at underground spaces, only fire retardant materials shall be allowed to use. If it is noticed at any stage that licensee has compromised with the safety procedure, measurements, specifications, guidelines and quality of materials as laid down in the agreement, the penalty up to Rs.1,00,000/- (Rupees one lakh) per instance shall be imposed on the Licensee.
- j) The Licensee shall make its own arrangement for safety and security of licensed space by deploying its security staff, installing CCTVs, etc. at its own cost with the prior approval of DMRC.
- k) Licensee shall bear all risk & cost and consequences of this augmentation work in Licensed Space.
- l) On completion of augmentation work, the Licensee shall furnish “As Built Drawings” of the premises including details of modified services along with all permissions/ approvals taken from the concerned departments.

3.2 The Licensee is expected to apply & obtain all necessary approvals/ permissions and timely to complete all augmentation activities within specified fitment period from taking over the site. For any delay in completion of work, DMRC shall not be responsible. In any case, the License Fee shall become chargeable after the specified fitment period.

**3.3 Operation & Maintenance of Licensed spaces:**

- a) The Licensees shall be entitled to sub-license the license spaces during the subsistence of the License period. Except for the sub-licensing the use of licensed space, the licensee shall not assign any of its rights or interest in this Agreement in favour of any company/ person(s) at any time and for any reasons whatsoever. For any such sub-license the following guiding principles shall be scrupulously observed.
  - i. The Licensee shall prepare a draft standard format of the sub-license agreement, which shall be required to sign with the sub-licensees for the use of the Licensed Space based on terms and condition of License Agreement executed between DMRC and Licensee. All agreements or arrangements with the sub-licensees shall specifically have stipulation of a covenant that the sub-licenses shall be co-terminus with the termination of the License Agreement, including on sooner determination of the License Period for any reason whatsoever of termination of the sub-licensee’s rights. The Licensee/ sub-licensee shall not have any claim or seek any compensation from DMRC for such termination.
  - ii. The Licensee shall obtain the prior approval of DMRC for a format of standard Sub-License Agreement before its execution with any sub-licensee. In case, any deviation in this format of standard sub-license agreement is required, the Licensee shall again obtain prior approval of DMRC before entering into an agreement with the sub-licensee. DMRC reserves the sole right not to give consent/ approval to such a request and no compensation or claim on this account shall be entertained.

- a) Permissible Usage of Space: The Commercial Spaces can be put for any activity except banned list of usages as given in Annexure-II. Cooking by gas bank/ IGL pipe Line is not found feasible at underground Janpath Station. Only electric oven, hot case microwave, tea/coffee beverage vending machine/ice cream refrigerator are allowed. However, frying of any food item is not permitted using oil. The Licensee shall not create, permit or allow any offensive odours to occur in or escape from the Licensed Space. Licensee shall ensure proper storage of its eatable products in such a way that there is no contamination or decay of eatable products or its raw materials. The licensee may be permitted to change the usage of space during the currency of license subject to prior approval of the competent authority of the licensor. The licensee shall be responsible for taking prior approval from all the relevant legal and statutory authorities as per the applicable laws for operation of its business.
- b) Licensee shall keep and maintain the Licensed Space in neat & clean, safe & sound by maintaining it properly at his own cost during the License Period. The Licensee shall immediately clean any spillage in the Licensed Space, or on the Common Areas near the Licensed Space, caused by the Licensee or by a customer of the Licensee. The Licensee shall not place or store rubbish or goods outside the Licensed Space. The Licensee shall service, regularly empty, and keep in thorough state of cleanliness and good repair, all grease traps servicing the Licensed Space.
- c) Licensee shall bear the cost of minor day-to-day repairs; annual refurbishing and routine special repairs required due to normal wear & tear with the efflux of time or due to planning/ constructional defects remained during augmentation of the Licensed Space. Any defective, weak or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency.
- d) The Licensee shall ensure that any trolleys used for carrying goods have rubber wheels and do not mark or damage the floor of the Building, and makes minimal noise. The Licensee shall pay to the DMRC the cost of any damage caused by the use of its trolleys.
- e) The Licensee shall keep the Licensed Space free of all rodents, vermin, insects, pests, birds and animals and, if required by the DMRC, employ pest exterminators approved by the DMRC for that purpose, at the Licensee's cost. Any pest extermination shall be undertaken outside the Business Hours and with prior notice to the DMRC.
- f) The Licensee shall not permit its employees/ customers to smoke in common public place of Licensed Space or the Station Building. Smoking shall be only permitted in the designated smoking area. If designated smoking area is not available, licensee shall designate a smoking area inside its premises.
- g) Licensee shall ensure that all electrical wiring, power outlets and gadgets used are maintained properly, guarded against short circuits / fires. The instructions of DMRC's electrical inspectors/ authorized representative shall be complied by the licensee at their own cost.

- i) The Licensee shall not store or use flammable or explosive substances in the Licensed Space, except as required in the normal course of the Licensee's business and with the DMRC's prior consent. The Licensee shall, at least on an annual basis, provide to DMRC the details of any hazardous goods stored, or which may be stored, in the Licensed Space and proof that the storage of such materials is and has been in accordance with the law.
- j) The Licensee shall ensure that all fire detection and suppression measures installed inside his premises are kept in good working condition at all times and provide the DMRC with evidence of such maintenance when required. The Fire extinguishers must be regularly checked & refilled and must be visible & easily accessible at all times of emergency. The Licensee's shall ensure that it and its employees are fully aware of the Building's safety and emergency procedures staff. The Licensee shall also observe and obey all fire or emergency drills.
- k) In case of accident caused due to negligence of the Licensee resulting into injury/ death to DMRC employees/ other users/ any person or loss to DMRC property, Licensee shall compensate the loss(es), without prejudice to other actions under this Agreement at the sole discretion of DMRC, including termination of Agreement.
- l) The Licensee voluntarily and unequivocally agrees not to seek any claims, damages, compensation or any other consideration whatsoever because of implementing the instruction issued by DMRC fire officer, electrical inspector, Security officer or their authorized representatives from time to time.
- m) The Licensee voluntarily and unequivocally agrees to provide un-fettered access to the fire officer & other officials of DMRC for inspection of Licensed Space or for repair of DMRC utilities passing through the Licensed Space at any time and to abide by and comply with all instructions as may be indicated by the fire officer & other officials. If any fixtures or utility relating to operation of the MRTS (Metro) is running through the licensed area, proper protection as advised by DMRC shall be done by Licensee.
- n) The Licensee voluntarily and unequivocally agrees to provide un-fettered access to the fire officer & other officials of DMRC for inspection of Licensed Space or for repair of DMRC utilities passing through the Licensed Space at any time and to abide by and comply with all instructions as may be indicated by the fire officer & other officials. If any fixtures or utility relating to operation of the MRTS (Metro) is running through the licensed area, proper protection as advised by DMRC shall be done by Licensee.
- o) Licensee and its employees or other persons involved in the execution of the work shall not, in any way, impinge on the safety and security of metro operations, passenger safety, safety of metro properties and its assets.
- p) The Licensee and his authorized representatives including its sub-licensees or their further authorized representatives shall have free access to the licensed spaces at all the times. The necessary identity cards to such person(s) shall be issued by DMRC in accordance with its extant policy. However, entry into paid area or travelling by Metro trains shall be as per general policy to DMRC commuters.



- q) Encroachment: The licensee shall not encroach upon common areas/circulating areas or any other space, and restrict his operation to within the area licensed. In case, the Licensee encroaches upon the common area, circulating area or any other space then a fine/compensation @ Rs. 500/- on the first occasion, Rs. 2,000/- on the second occasion and Rs. 3,000/- after second occasion shall be imposed by DMRC. Thereafter, it shall be treated as breach of contract and DMRC shall reserve the right to revoke the license agreement or any other action as laid down in License Agreement.
- r) DMRC can impose the fine on Licensee up to Rs.5,000/- per offence per week on the following offenses:

i.	Any staff of Licensee found in drunken condition/ indulging in bad conduct.
ii.	Any staff of the Licensee found creating nuisance on duty.
iii.	Improper maintenance & defacement of the Metro Property.
iv.	Dishonor of drafts and Cheques given by Licensee in favour of DMRC.
v.	Misbehavior with staff and commuters of DMRC.
vi.	Not following safety and security norms as may be indicated by authorized representative of DMRC.
vii.	Any staff of the Licensee found without uniform and ID Card and/or found creating nuisance on duty.
viii.	Not following the instructions issued by DMRC authorities from time to time

- s) The option to impose fine, penalty, etc. under this License Agreement shall be exercised by DMRC official not below the rank of Dy. HOD.

**ARTICLE-4: RIGHTS AND OBLIGATIONS**

4.1 Licensee's Obligations:

The Licensee's Responsibilities and Duties shall include the following, in addition to and without prejudice to other obligations under this Agreement:

- a) to obtain due permits, necessary approvals, clearances and sanctions from the competent authorities for all activities or infrastructure facilities including interior decoration, power, water supply, drainage & sewerage, firefighting, telecommunication, etc.;
- b) to operate and maintain the Licensed Area at all times in conformity with this Agreement;
- c) to furnish "As Built Drawings" of the premises within 30 days of completion of augmentation work.
- d) to ensure that no structural damage is caused to the existing buildings and other permanent structures at the station as a result of his activities or any of its agents, contractors, sub-Licensee, etc.;
- e) to take all reasonable steps to protect the environment (both on and off the Licensed Space) and to limit damage and nuisance to people and property resulting from construction and operations, within guidelines specified as per Applicable Laws and Applicable Permits;
- f) to duly supervise, monitor and control the activities of contractors, sub-licensees, agents, etc., if any, under their respective License Agreements as may be necessary;
- g) to take all responsible precautions for the prevention of accidents on or about the site and provide all reasonable assistance and emergency medical aid to accident victims;
- h) not to permit any person, claiming through or under the Licensee, to create or place any encumbrance or security interest over whole or any part of the Licensed Space or its assets, or on any rights of the Licensee therein or under this Agreement, save and except as expressly permitted in this Agreement;
- i) to keep the Licensed Space free from all unnecessary obstruction during execution of works and store the equipment or surplus materials, dispose of such equipment or surplus materials in a manner that causes least inconvenience to the Metro Station, Commuters or DMRC's activities;
- j) at all times, to afford access to the Licensed Space to the authorised representatives of DMRC, other persons duly authorised by any Governmental Agency having jurisdiction over the business at Licensed Space, to inspect the Licensed Space and to investigate any matter within their authority and upon reasonable notice;
- k) to comply with the divestment requirements and hand over the Licensed Space to DMRC upon Termination of the Agreement;
- l) to ensure that no foul/ unpleasant smell shall spread out from the premises of the licensee; and

m) to ensure that its equipment does not interfere with the function of DMRC's equipments installed at the station. The Licensee is advised to obtain prior written consent from DMRC for installing such equipments. However, DMRC reserves the right to refuse installation of the equipment if it is of the opinion that the Licensees equipment shall interfere with the station installations.

4.2 The Licensee shall be solely and primarily responsible to DMRC for observance of all the provisions of this License Agreement on behalf of its employees and representatives and further on behalf of the sub-Licensees, their employees and agents and any person acting under or for and on behalf of the Licensee or the sub-Licensees; contractor (s) appointed for the Licensed Space as fully as if they were the acts or defaults of the Licensee, its agents or employees.

4.3 The Licensee shall comply with all rules and regulations under the Metro Railways (Operations and Maintenance) Act 2002 & its amendments.

4.4 No lease/ tenancy/sub-tenancy is being created by DMRC in favour of Licensee under or in pursuance of this Agreement and it is distinctly & clearly understood, agreed and declared by/ between the parties hereto that:

- a) The Licensee shall not have or claim any interest in the Licensed Space as a lessee/ tenant/sub-tenant or otherwise.
- b) The rights, which Licensee shall have in relation to the said premises, are only those set out in this Agreement.
- c) The relationship between DMRC and Licensee under and/or in pursuance of this Agreement is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and/or make any commitment on behalf of and/ or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between DMRC on the one hand and Licensee on the other hand in connection with and/or relating business to be operated by Licensee at the said premises.

#### 4.5 DMRC's Infrastructure Facilities

Licensee can avail electricity connection, Air-conditioning, Water & Drainage, other amenities/ proposals for the Licensed Spaces available at the station by applying along with requisite documents.

a) Electricity, air-conditioning and fire protection system:

- i. Total available load that can be sanctioned

SN	Schedule	Available Electrical Load
1	Schedule-I	150 KVA
2	Schedule-II	150 KVA

- ii. Underground water tank of capacity 2 lacs litre for fire safety has been provided at Janpath as detailed in Annexure-IV.

- iii. Station Fire Safety Certificate from Delhi Fire Services is attached as Annexure-X. Licensee shall be liable to renew this certificate as per terms and conditions of Delhi Fire Services.

For availability of existing infrastructure related to electrical power supply including capacity of electrical load that can be sanctioned, air-conditioning works, fire protection system & fire NOC, and the proposed corresponding terms/conditions/ procedure for Commercial spaces, please refer to Annexure-IV.

b) Solid Waste:

The Licensee shall have to make its own arrangements for daily disposal of solid waste out of DMRC premises at the dumping sites approved by MCD/ DMRC to ensure perfect cleanliness. If any solid waste is found disposed off on DMRC land or premises a penalty/ fine of Rs.2000/- shall be imposed by DMRC for each occasion.

c) Telephone:

DMRC may give permission for installation of cables for telephone/ telecommunication equipments subject to technical feasibility. The instrument, cables and connection shall be obtained by the Licensee from the telephone company at his own cost.

d) Other Services:

DMRC shall provide reasonable security services in Janpath Metro Station, general cleaning & adequate lighting in the common areas and compound lighting outside the building, operation of existing lifts. In the event that any one of the services provided by DMRC get interrupted or suspended by reason of accident, repair, alterations, strikes, lockout, etc. DMRC shall not be liable for any compensation to the Licensee. However, DMRC shall make its best efforts to restore such services as soon as reasonably possible.

**ARTICLE-5: INDEMNITY AND INSURANCE**

- 5.1 The Licensee hereby undertakes to indemnify and hold DMRC harmless against all costs, damages, liabilities, expenses arising out of any third party claims relating to non-completion of the Fit-out; quality of the Fit-out and the construction/ construction activities, agreement to sub-License entered in to between the Licensee and end user.
- 5.2 The Licensee hereby undertakes to indemnify DMRC against all losses and claims in respect of death or injury to any person or loss or damage to any property which may arise out of or in consequence of the execution and completion of works and remedying defects therein and against all claims, proceedings, damages, costs charges and expenses whatsoever in respect thereof or in relation thereto.
- 5.3 The Licensee hereby undertakes that DMRC shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of Licensee or any of his contractors/ sub-contractors/sub-Licensees. The Licensee shall indemnify and keep indemnified DMRC against all such damages and compensation; all claims proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- 5.4 The licensee must strictly comply with all the provisions of The EPF Act 1952, The ESI Act, Minimum Wages Act 1948, Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under as per prevalent Government orders and ensure timely payment under these Acts. Failure to comply these acts shall attract penalty as per provisions. Licensee shall indemnify DMRC Administration for any loss and damages suffered due to violation of its provision.
- 5.5 The Licensee hereby indemnifies DMRC against any loss, damage or liabilities arising because of any act of omission or commission on part of Licensee or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.
- 5.6 The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Licensee hereby indemnifies DMRC against any liability arising in connection with the employment of its personnel in the said premises by Licensor. Licensee hereby undertakes to carry out police verification of its employees and submit its copy to DMRC in accordance with its extant policies.
- 5.7 The Licensee shall indemnify DMRC from any claims that may arise from the statutory authorities against any statutory taxes, statutory dues, local levies, etc. in connection with this License.

- 5.8 The Licensee shall indemnify DMRC from any serious accident caused due to negligence of the Licensee, resulting in injury, death to commuters or DMRC employees or loss to DMRC property during the currency of license agreement.
- 5.9 The Licensee shall be liable for and shall indemnify, protect, defend and hold harmless DMRC, DMRC's officers, employees and agents from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments arising out of the failure of the Licensee to discharge its obligations under this clause and to comply with the provisions of Applicable laws and Applicable Permits.
- 5.10 The Licensee shall indemnify and keep indemnified DMRC for any losses/ penalties on this account levied by any judicial/ statutory authorities/ courts on the Licensee.
- 5.11 The DMRC shall only share a copy of its third party insurance covering Janpath Metro Station. Licensee shall ensure all comprehensive risk insurance of its premises and assets.
- 5.12 Insurance and Waiver of Liability: The Licensee shall bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in DMRC premises, including death or injury caused by the negligence of the Licensee or the Licensee's failure to perform its obligations under the agreement. Upon DMRC's request, the Licensee shall submit to DMRC, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the Licensee agrees and undertakes to indemnify and hold the licensor harmless against all liabilities, losses, damages, claims, expenses suffered by the licensor as a result of such default by the Licensee.

**ARTICLE-6: FORCE MAJEURE**

- 6.1 In case of Force Majeure Events occasioned in whole or in part, neither DMRC nor Licensee shall be liable for any inability to fulfill their commitments and obligations. Any of the following events resulting in total block up of business from the licensed space shall constitute Force Majeure Event:
- a) Earthquake, Flood, Inundation, Landslide.
  - b) Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances.
  - c) Fire caused by reasons not attributable to the Licensor.
  - d) Acts of terrorism
  - e) War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.
  - f) Strikes or boycotts, other than those involving the Licensor, its contractors, or their employees, agents etc.
- 6.2 The License fee for the portion affected due to a Force Majeure event shall be exempted for the affected period if the force majeure condition persists for more than 7 days.
- 6.3 A Force Majeure Event shall be notified to the other party within 7 days of its occurrence. If any Force Majeure Event continues for a period of three months, the party notifying the Force Majeure Event may be entitled to, though not being obliged, terminate this agreement by giving a notice of one week to the other party. In such cases, the interest free Security Deposit/ Performance Security shall be refunded by DMRC to the Licensee after adjusting outstanding dues, if any.

**ARTICLE-7: BREACHES/SURRENDER/TERMINATION OF LICENSE AGREEMENT**

**Surrender of License Agreement:**

- 7.1 No partial surrender of the Licensed Space which has been handed over to the Licensee by DMRC shall be permissible during the currency of the License Agreement.
- 7.2 The Licensee shall have option to surrender the license agreement after five years lock in period provided -
- a) The Licensee successfully completes initial five years lock in period.
  - b) There are no dues pending with the Licensee on the date of issue of surrender notice.
  - c) DMRC receives a six months advance notice, in writing, from Licensee for its intention to surrender the license agreement after successful completion of initial five years lock in period.
  - d) Licensee continues to pay all stipulated dues as per schedule to DMRC till the date of pre-mature closure of License Agreement.
  - e) Licensee agrees to hand over peaceful possession of the all Licensed space to DMRC free from all encumbrances within 30 (thirty) days from the termination of License agreement.

If Licensee satisfies the above said conditions, DMRC shall terminate the Agreement and refund interest free Security Deposit/ Performance Security after adjusting any outstanding amount payable by the Licensee.

- 7.3 If the Licensee is desirous of terminating the license hereby created before expiry of the lock-in period of the license or without giving advance notice of 6 months after lock-in period, the agreement shall deemed be terminated on the date of receipt of termination/ surrender notice in DMRC. In such cases, the interest free Security Deposit/ Performance Security shall be forfeited in favour of DMRC. Any outstanding dues payable to DMRC shall be adjusted/ recovered from the advance license fee and forfeited interest free Security Deposit/ Performance Security. Balance outstanding dues, if remaining after adjustment of outstanding dues from the advance license fee and interest free Security Deposit / Performance Security, shall be recovered from the licensee.

**Breach of License Agreement/ Licensee's Events of Default**

- 7.4 Following shall be considered as Material Breach of the License Agreement by Licensee resulting in Licensee's Events of Default:
- a) If the Licensee has failed to perform or discharge any of its obligations in accordance with the provisions of License Agreement, unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to DMRC without any contributory factor of the Licensee.



- b) If the Licensee fails to pay License Fee, utility charges, penalty or Damage herein specified or any other due payable by the Licensee to DMRC by the stipulated date.
- c) If the Licensee makes any of the following changes in Ownership:
  - i. Any change in percentage stake of JV/Consortium by the members of the License Agreement without prior written permission of DMRC.
  - ii. Dilution of stake of Lead Member in the JV/Consortium below 51% at any time during the License Period.
  - iii. Dilution of stake of any consortium member in JV/ Consortium below 15% during the license period
- d) If the Licensee during pendency of the License Agreement becomes insolvent or is put under receivership by a competent court.
- e) If the Licensee is in persistent non-compliance of the written instructions of a DMRC officials.
- f) If the Licensee or any of its representatives cause an incident or accident that results in injury or death to DMRC employees/ commuters or loss to DMRC property.
- g) If the Licensee is in violation of any of the other Clauses of License Agreement and after three written notice (unless otherwise specifically mentioned therein) from DMRC fails to cure the Default to the satisfaction of DMRC.
- h) If any representation made or warranties given by the Licensee under this Agreement is found to be false or misleading.
- i) If the Licensee engaging or knowingly has allowed any of its employees, agents, or sub-Licensee to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to this Agreement.
- j) If the Licensee has created any encumbrance, charges or lien in favour of any person or agency, over the Licensed Space except expressly permitted under this Agreement.
- k) If a resolution for voluntary winding up has been passed by the shareholders of the Licensee.
- l) If any petition for winding up of the Licensee has been admitted and liquidator or provisional liquidator has been appointed or the Licensee has been ordered to wind up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of DMRC, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Licensee under this Agreement.
- m) If the Licensee has abandoned the Licensed Space.
- n) If the licensee violates banned usage as per list given in Annexure-II.

### **Termination of License Agreement by DMRC**

7.5 Provided that in the event of application of clauses 8.4(a) and (b) above, DMRC shall

give to the Licensee 30 days' time to cure the default prior to considering the events specified therein as Licensee's events of default and in the event the Licensee remedies the default to the satisfaction of the DMRC within the cure period, the event shall not be considered as a Licensee Event of Default.

7.6 If the Licensee failing to cure the default within 30 days it shall constitute Material Breach of Contract under this Agreement. It shall entitle DMRC to disconnect all utilities provided to the Licensee and to terminate license agreement. No representation of licensee shall be entertained after the expiry of cure period.

7.7 Termination on Operational Ground:

DMRC reserves the right to terminate the License Agreement by giving three months advance notice on operational ground. The License agreement shall stand terminated after expiry of three months' notice and the Interest Free Security Deposit/ Performance Security shall be refunded after adjusting outstanding dues, if any, payable by the Licensee. If DMRC terminates on operational ground within lock-in period of five years, the licensee shall also be entitled to an amount equivalent to one month of license fee applicable on the date of termination. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.

7.8 Termination due to Force Majeure conditions: The License Agreement may be terminated for Force Majeure Reasons as specified in Article-6.

Other Terms & Conditions:

7.9 On termination/ completion of License Agreement:

- a) All sub-licenses/ third party agreements, entered by the Licensee, shall stand terminated with immediate effect ;
- b) In case of termination of agreement on account of Licensee's Events of Default, the interest free Security Deposit/ Performance Security shall be forfeited in favour of DMRC. Any outstanding dues payable to DMRC shall be adjusted/ recovered from the advance license fee and forfeited interest free Security Deposit/ Performance Security. Balance outstanding dues, if remaining after adjustment of outstanding dues from the advance license fee and interest free Security Deposit / Performance Security, shall be recovered from the licensee.
- c) All utilities shall be disconnected with immediate effect, unless otherwise specified elsewhere, and
- d) The Licensee shall vacate the premises within 30 days after date of issue of termination notice.

7.10 On termination of the license agreement, the Licensee shall handover the vacant possession of premises to the Station-in-charge or his authorized representative within 30 days from the date of termination of License Agreement, after removal of plants, equipments, furniture, fixtures, etc. installed by the Licensee at its own cost, without causing damage to DMRC structures. The Licensee shall be allowed to remove his movable assets like furniture, almirahs, air-conditioners, DG sets, equipments, etc. without causing damage to the structure. However, the Licensee shall not be allowed to remove any facility, equipment, fixture, etc. which has become an integral part of the

Bid Document for Licensing of Commercial Spaces at Janpath Metro Station  
development plan of the space. The Licensee agrees voluntarily and un-equivocally not to seek any claim, damages, compensation or any other consideration whatsoever on this account. If the premise is not handed over in good condition as required under this clause, DMRC reserves the right to deduct/ recover damage charges.

- 7.11 If the Licensee fails to vacate the premises as above, DMRC shall be free to take any of the following action(s) as deemed fit to it.
- a) DMRC shall levy demurrage/ penal charges at twice the rate of License Fee prevailing on the date of termination of License Agreement.
  - b) DMRC shall take over the possession of the property and all the belongings/ inventory/ property/ installations/ fittings/ goods etc. shall be evacuated and vested in DMRC at zero/nil value. DMRC shall be at liberty to dispose-off such property / inventory as deemed fit. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration thereafter in future on this account.
- 7.12 After vacating the premises, the Licensee shall submit a vacation certificate from the Station in-charge or its authorized representative as a proof of Licensee having vacated the site. Licensee's statement regarding vacation, without a vacation certificate from the Station in-charge or its authorized representative, shall not be accepted.
- 7.13 The termination of this Agreement shall not relieve either party from its obligation to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto. The Licensee shall be liable to pay all dues outstanding to DMRC including electricity, chiller and other utility charges under this agreement without prejudice to rights and remedies applicable under the law. The final settlement of dues shall take place after submission of vacation certificate from the Station in-charge or his authorized representative subsequent to termination of License Agreement.
- 7.14 Rights of DMRC on Termination: DMRC shall not have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Licensee in connection with the Licensed space.
- 7.15 On termination of Agreement, DMRC shall have rights to re-market or to seal/ lock the Licensed Space.

**ARTICLE-8: DISPUTE RESOLUTION**

- 8.1 **Arbitration:** All disputes relating to this agreement or claims arising out of or relating to this agreement or breach, termination or the invalidity thereof or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement shall be referred to Arbitrator(s) appointed by Director, DMRC on receipt of such request from either party, after signing of the Agreement. Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claim is up to Rs.50 Lakhs and to a panel of three Arbitrators, if total value of claims is more than Rs.50 Lakhs. DMRC shall provide a panel of three Arbitrators which may also include DMRC officers for the claims up to Rs.50 Lakhs and a panel of five Arbitrators which may also include DMRC officers for claims of more than Rs.50 Lakhs. Licensee shall have to choose the sole Arbitrator from the panel of three and / or one Arbitrator from the panel of five in case three Arbitrators are to be appointed. DMRC shall also choose one Arbitrator from this panel of five and the two so chosen will choose the third Arbitrator from the panel only. The Arbitrator(s) shall be appointed within a period of 30 days from date of receipt of written notice / demand of appointment of Arbitrator from either party.
- 8.2 The decision of sole Arbitrator / panel of Arbitrators shall be binding on all the parties. The cost of arbitration shall be borne by respective parties equally. The venue of such arbitration shall be Delhi / New Delhi. The parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.
- 8.3 Rules governing Arbitration Proceedings: The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the references made. During the pendency of arbitration proceedings, the Licensee shall continue to perform and make due payments to DMRC as per the License Agreement.
- 8.4 Jurisdiction of Courts: The Court at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes between the parties arising out of this agreement.

**ARTICLE-9: REPRESENTATIONS AND WARRANTIES**

9.1 The Licensee represents and warrants to DMRC that-

- a) It is duly organized, validly existing and in good standing under the laws of India;
- b) It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- c) It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- d) It has the financial standing and capacity to undertake the commercial utilization of Licensed Commercial spaces;
- e) This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- f) The execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Licensee Memorandum and Articles of Association or any Applicable Law or any covenant, agreement, understanding, decree or order to which the Licensee is a party or by which Licensee or any of its properties or assets are bound or affected;
- g) There are no actions, suits, proceedings or investigations pending or to the Licensee's knowledge threatened against the Licensee at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute the Licensee Event of Default or which individually or in the aggregate may result in Material Adverse Effect;
- h) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any government authority which may result in Material Adverse Effect;
- i) It has complied with all applicable law and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
- j) No representation or warranty by the Licensee contained herein or in any other document furnished by the Licensee to DMRC or to any government authority in relation to Applicable Permits contains or shall contain any untrue statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading;
- k) The Licensee also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that DMRC shall not be liable for the same in any manner whatsoever to the Licensee.
- l) The Licensee shall make its own arrangements in engagement of its staff and labour

Bid Document for Licensing of Commercial Spaces at Janpath Metro Station and shall at no point represent to or claim that the staff, labour is being recruited for and on behalf of DMRC. The Licensee shall at all times comply and represent to the staff and labour employed/ engaged by them the requirement for complying with Applicable Laws and applicable Permits, particularly in relation to safety and environmental regulations.

9.2 Obligation to notify change: In the event that any of the representations or warranties made/ given by the Licensee ceases to be true or stands changed, it shall promptly notify DMRC of the same.

9.3 DMRC covenants:

- a) DMRC covenants and represents that it has good and marketable title to the said premise, free and clear of all liens, claims, mortgages or deeds of trust affecting the Licensee's possession of the Licensed Premises, Licensee's use of the premises, or the rights granted to the Licensee hereunder.
- b) DMRC covenants and represents that it has full and complete authority to enter into a license agreement under all terms, conditions and provisions set forth in the agreement, and so long as the Licensee keeps and substantially performs each and every term, provision and condition contained in the agreement, the Licensee shall peacefully and quietly enjoy the premises without hindrance or disturbance by DMRC or by any other person(s) claiming by, through or under or in trust for DMRC.
- c) On paying the License fee, Licensee hereby reserved and observing & performing the several covenants and stipulations on its part and the conditions herein contained, shall peacefully hold and enjoy the licensed space throughout the said term without any interruptions by the DMRC or by any person claiming by, through, under or in trust for DMRC.
- d) DMRC shall provide necessary documents pertaining to DMRC properties, if required by Licensee for seeking any permission pertaining to various activities from any Government Agency.

**ARTICLE-10: MISCELLANEOUS**

- 10.1 All penalty amounts stipulated in the License Agreement shall become double after completion of every 7 (seven) years from the date of commencement of License Agreement.
- 10.2 Licensee shall comply with the laws of land including Delhi Pollution Control Board guidelines, building guidelines, fire norms etc. DMRC shall not be held liable for any change/modification in these laws which adversely affect this agreement. Licensee shall have no right/ claim in this regard, whatsoever the reason may be.
- 10.3 Licensee shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employed/deployed by the Licensee. These personnel shall at no point of time be construed to be employees of DMRC and the Licensee shall be solely responsible for compliance with all labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel. The Licensee shall indemnify DMRC from any claims that may arise in connection with above.
- 10.4 Employees conduct: The Licensee shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations. The Licensee shall submit the details/Bio data of personnel to whom it intends to employ/deploy for carrying out the work of media installation, within 45 days of handing over of the stations. The personnel deployed shall be decent, courteous and without any adverse or criminal background. In this connection, Licensee shall be required to furnish declaration to DMRC with respect to all his personnel deployed. Further within 45 days of issue of LOA, Licensee shall submit police verification report in respect of all its personnel (to be deployed for the work of media installation) shall be furnished by the Licensee to DMRC. All the Licensee's personnel shall be required to possess ID card issued by DMRC while working in DMRC's premises as per prevailing procedure. Access inside the stations in paid areas shall be through smart cards as per prevailing applicable charges, in addition to the valid ID cards.
- 10.5 Signage :
- a. The Licensee shall have the right to display signage(s) of suitable size for displaying its generic name of each Space. The signage may be illuminated or non-illuminated at the Licensee's option, however it shall need to confirm to all governmental laws, regulations or ordinance relevant thereto. The Licensee shall need to obtain a written approval from DMRC before putting up any form of signage and DMRC reserves the right to refuse or to suggest an alternation to the same. The size, shape, location, etc. of signage are subject to architectural controls to be issued by DMRC. Separate suitable space at ground level to fix panel/ totem pole to display generic signages

Bid Document for Licensing of Commercial Spaces at Janpath Metro Station pertaining to licensed space may be provided subject to its feasibility.

- b. No advertisement in any format shall be permitted in the Licensed Space.
- c. Any violation of above provisions shall attract a penalty of Rs.5000/- per panel on the first occasion and Rs.50,000/- per panel on the second occasion. The persistence violation of these provisions shall constitute Licensee's event of default.
- d. Suitable space at ground level to fix panel/totem pole to display generic signage pertaining to licensed

10.6 Notices : DMRC and Licensee voluntarily and unequivocally agrees –

- a. That any notice to be served upon DMRC shall be sufficiently served and given if delivered to-  

**“General Manager/Property Business,  
2<sup>nd</sup> Floor, A Wing, Metro Bhawan,  
Fire Bridge Lane, Barakhamba Road,  
New Delhi-110 001”**
- b. That any notice which may be required to be served upon the Licensee shall be served and given if delivery by Registered / Speed Post/ Courier at the Address given on the First page of the License Agreement or delivered in person to the authorized representative of Licensor.
- c. That any notice or correspondence under the terms of this License shall be in writing by registered post/ Speed Post/ Courier or delivered personally. All activities including day to day management, billing, cancellation/termination/surrender etc. shall be carried out from the office of the General Manager/Property Business or by his duly authorized representative.
- d. No instruction/ notice of any party if not communicated in writing, shall be entertained by the other party.

In Witness whereof the parties hereto have caused this agreement to be signed in their respective hands as of the day and year first before written.

..... -2015

..... - 2015

(.....)  
FOR AND ON BEHALF OF  
DELHI METRO RAIL  
CORPORATION LIMITED

(.....)  
Authorized Signatory  
FOR AND ON BEHALF OF  
LICENSEE

In Witness whereof the LICENSEE and the DMRC have set their hands hereunto on the day, month and year first written above *in the presence of the following witnesses:*

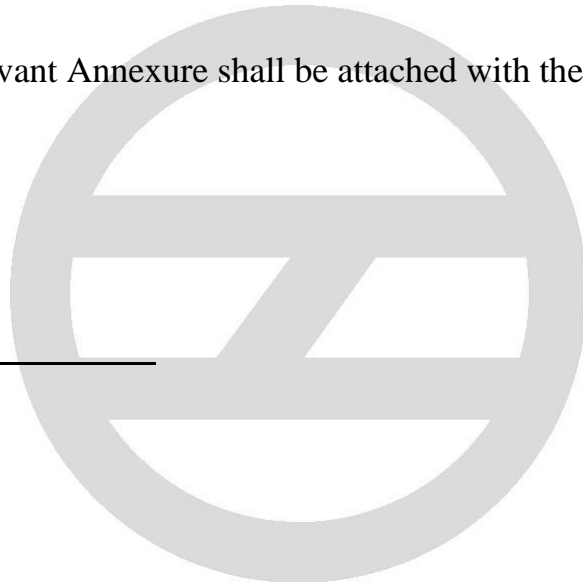
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DMRC

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LICENSEE



## **ANNEXURES**

Note: Only relevant Annexure shall be attached with the final agreement.



**ANNEXURE-I: DETAIL OF SPACES**

<b>Schedule</b>	<b>Space ID</b>	<b>Location</b>	<b>Area of space (in Sqm)</b>
<b>I</b>	Janpath_1	at Gate No. 3	216
<b>II</b>	Janpath_2	at Gate No. 4	187

**Note-1:** Areas indicated above are approximate. Actual area measured at the time of handing over shall be final. If there is any variation in area, the License Fee and other dues shall be charged for actual area to be handed over.

**Note-2:** The commercial spaces offered on license basis are available on “as is where basis is”. The location of the Scheduled Spaces is shown in the Location Plans placed at Annexure-IX.

**Note-3:** The commercial Spaces can be utilized for any activity except the activities specified in banned list as detailed in Annexure-II.

**Note-4:** Bidders who propose to download and use this Bid document are required to collect the location plans and other drawings which shall form the part of the Agreement for the above commercial spaces, from the office of the DGM/PB, DMRC Ltd, 4th Floor, B-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi 110 001, between 1500 hrs to 1700 hrs on all working days, free of cost on production of identity proof and authority letter of the Bidder. The location plans & other drawings shall be duly signed and submitted along with the Bid.

**ANNEXURE-II: LIST OF USAGES BANNED/ NEGATIVE LIST**

1. Any product / Service the sale of which is unlawful /illegal or deemed unlawful under any Indian act or legislation.
2. Any product the storage and sale of which may lead to or be considered as a fire hazard; such as fire crackers, industrial explosives, chemicals etc.
3. Sale of liquor and alcohol based drinks or beverages.
4. Sale of tobacco and tobacco products.
5. Gas/Coal based cooking strictly prohibited. However, licensee may bring pre-cooked material from outside and serve the same to customer by utilizing electrical appliances such as electric oven, hot case, microwave, tea/coffee beverage vending machine/ice cream refrigerator. Frying of any food item using oil is not permitted.
6. Advertisement at any location and in any format.



**ANNEXURE-III: UNDERTAKING FOR PAYMENTS THROUGH RTGS/NEFT/ECS MODE**

No. .... Dt. \_\_\_/\_\_\_/\_\_\_  
The license agreement between Mr./Mrs./Miss/M/s. \_\_\_\_\_ (name of the Licensee/ company/ party) and DMRC Ltd. executed on Dt. \_\_\_\_\_.  
Lease out No. and Customer ID \_\_\_\_\_ (as mentioned in invoice).  
I/We \_\_\_\_\_ (name of the Licensee/ company/ party) have been made to understand that payments of contract shall be acceptable to M/s DMRC Ltd. in the form of Bank Draft/ Pay order/ Demand draft only and in case, I/we \_\_\_\_\_ intend to make payments through RTGS/NEFT/ECS procedures the same shall require prior approval of DMRC as per the terms and conditions detailed as under:

1. RTGS/NEFT/ECS mode of payments shall require prior approval of DMRC for which Licensee/ party/company must take consent from the property business cell of DMRC Ltd. in the standard format attached at Annexure–III(1).
2. Once DMRC has given their approval, the party must intimate every time before submission of any payment through RTGS/ NEFT/ ECS at least seven (7) days prior to due date for making payment in prescribed format attached at Annexure–III(1). DMRC shall give their consent within two working days within the receipt of aforesaid intimation for submission of request as per Annexure–III(2).
3. In case of any delay in receipt of aforesaid intimation mentioned at Pt. No. 2, DMRC reserve the right for refusal to accept payments through RTGS/ NEFT/ RTGS mode of payments.
4. In event of Licensee/ party/ company’s non-compliances to the aforesaid requirements. DMRC shall take action as under:
  - a.) In the absence of any details from Licensee/ party/ company for consideration of DMRC amount received from the party shall not be accounted for and party shall continue pay interest/ penalty on the outstanding as per the provision of contract.
  - b.) In case of receipt of payment with incomplete details payment received shall be adjusted /allocated in the following order:
    - i) All the statutory dues/ Taxes shall be adjusted first.
    - ii) All payments made by DMRC on behalf of Licensee/ party/ company such as water/ electricity/ maintenance charges/ annual maintenance charges etc. shall be adjusted after the adjustment statutory dues/ Taxes as mentioned in Pt. No. 4.b.i above.
    - iii) All previous outstanding dues existing on date of receipt of payment including interest/ penalty imposed.
    - iv) Sum remaining after adjustments as per items No. (i) to (iii) above shall be adjusted against lease rent/ space rent/ license fee as per the terms of contract.
    - v) In case amount received is even shorter than statutory dues, the Licensee shall be liable to pay all the penalties as declared/ decided by the statutory bodies or as applicable under the provisions of law. In addition to this, Licensee/ party/ company shall also attract penalties as per the provisions of license agreements. Repeated violations of aforesaid instructions shall be treated as non performance/ breach of agreement and under the provisions of license agreement may attract maximum penalty of termination of license agreement.

I/We \_\_\_\_\_ (name of the Licensee /company/ party) hereby agree to the abovementioned procedure / terms and conditions related to submission of payments through RTGS/NEFT/ECS mode.

Name and designation of authorized

Bid Document for Licensing of Commercial Spaces at Janpath Metro Station

Date: \_\_\_/\_\_\_/\_\_\_

representative of client/ Licensee/ company

**FORMAT FOR INTIMATION FOR DEPOSITION OF PAYMENTS VIA  
RTGS/NEFT/ECS IN PD CONTRACTS**

1. Name and address of client / Licensee \_\_\_\_\_
2. Customer ID \_\_\_\_\_
3. Lease out No \_\_\_\_\_
4. Invoice No. and Date \_\_\_\_\_
5. Period of Invoice \_\_\_\_\_
6. Head/item wise details of payment to be submitted as described in the invoice

Item No.	Description/Head details	Period	Amount
Gross amount to be deposit			
Less statutory deductions such as TDS, VET, S. Tax etc.			
Net amount to be deposit			

7. TDS registration No. of client/Licensee \_\_\_\_\_
8. S. Tax registration No. of client /Licensee \_\_\_\_\_
9. D.VAT registration No. of client /Licensee \_\_\_\_\_

Note: DMRC's authorized bank name and account No. to which payments to be made—M/s Union Bank of India, Karol Bagh Branch, IFSC code – UBIN 0530794, MICR code – 110026004, A/c No. - 307301110050008

Name and designation of authorized representative of client/ Licensee/ company

All clients/ Licensees are directed to give complete compliance to this and ensure to deposit the details at least seven days before of due date of making payments as mentioned in invoice for approval of DMRC.

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To be filled by DMRC Officials

The aforesaid details is checked and verified by MGR/AM-Property Business and is approved/ disapproved for submission through ECS/RTGS/NEFT, with following observations:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Licensee is hereby directed to submit confirmation of deposition of payment before the due date.

Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_\_  
Business

Signature of MGR/AM-Property

**FORMAT FOR APPROVAL FOR SUBMISSION OF PAYMENTS VIA  
RTGS/NEFT/ECS IN PB CONTRACTS**

To,

Delhi Metro Rail Corporation Ltd. O/o-  
General Manager/Property Business,  
2<sup>nd</sup> Floor, Metro Bhawan,  
Barakhamba Road,  
Delhi – 110001

Sub: Request for approval for submission of payments via RTGS/ NEFT/ ECS in our contract with DMRC.

Ref: 1.) The license agreement between Mr./Mrs./Miss/M/s. \_\_\_\_\_  
(name of the Licensee /company / party) and DMRC Ltd. executed on Dt. \_\_\_\_\_.  
2.) Lease out No. and Customer ID \_\_\_\_\_ (as mentioned in  
invoice).

Sir,

- 1.) With reference to above mentioned subject matter, it is requested that kindly allow us to avail the RTGS/NEFT/ECS mode of payment for deposition of payments against aforementioned license agreement.
- 2.) That, I/we \_\_\_\_\_ (Name of Licensee/ authorized representative of company/ party/ Licensee) have understood the terms and conditions related to deposition of payments via RTGS/ NEFT/ ECS mode.
- 3.) That, I/we also voluntarily agree to submit the format for intimation for deposition of payments via RTGS/NEFT/ECS in PD contracts seven (7) days before due date as mentioned in invoice or last date for submission of payments as per the terms and conditions of license agreement every time for approval of DMRC Ltd for making payments via RTGS/NEFT/ECS mode.
- 4.) After making payments, I/we shall also undertake to submit the details with payment confirmation before due date.
- 5.) I/we also understand that in case of non-compliances, it shall be considered as breach of agreement and action shall be taken as per the terms and conditions of license agreement.

Thanking you

Name and designation

of authorized representative  
of client / Licensee / company

To be filled by DMRC Officials

On the request for the \_\_\_\_\_ (name of Licensee/ party/ company), they are allowed to deposit the payment via RTGS/ NEFT/ ECS mode in DMRC's authorized bank name and account No. to which payments to be made—M/s Union Bank of India, Karol Bagh Branch, IFSC code – UBIN 0530794, MICR code – 110026004, A/c No. – 307301110050008 subject to submission of format for intimation for deposition of payment via RTGS/NEFT/ECS in PD contracts every time seven (7) before due date for approval of DMRC Ltd and submission of confirmation of deposition of payments before the due date.

Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature of MGR/AM-Property Business

**ANNEXURE-IV**

**AVAILABILITY OF EXISTING INFRASTRUCTURE**

*(related to electrical power supply including capacity of electrical load that can be sanctioned, air-conditioning works, fire protection system & fire NOC, and the proposed corresponding terms/conditions/procedures)*

**A. For Schedule-I&II**

**1 ELECTRICAL POWER SUPPLY:**

**1.1 Availability of Electrical load:**

- a. Electric power required for commercial activity at Janpath Metro station are to be drawn from existing available source i.e. existing LT panels installed at platform level for respective ASS with 400A MCCB at station.
- b. Subsequent extension/ modification of power supply system works including shops internal wiring, lighting, power distribution etc. to make retail area functional is responsibility of Licensee.
- c. Any addition / up-gradation/ modification of existing electrical power system works if required, are to be taken up subjected to technical feasibility and approval from DMRC. If approved, same work can be carried out by Licensee with all cost to be borne by Licensee.
- d. No DG power shall be provided to Licensee. Being underground station, installation of additional DG set by Licensee is also not permitted.

**2. Availability of Electrical Load:** An electrical load of 150 KVA for each individual PD section at North & South side can be spared from the existing transformers available the stations. If required, DMRC will provide additional electric load at the cost of licensee.

**Tariff for Electrical Metering:**

Rate of electricity for temporary or permanent electrical connection shall be charged from Licensee at which concerned DISCOM would be charging, had they obtained electric connection from them as per prevalent tariff orders issued by DERC.

**3. AIRCONDITIONING SYSTEM/Exhaust:** Janpath underground station is equipped with centralized air conditioning system with existing chiller capacity of 3 X 350 TR. operating time of chillers is 0800 hrs to 2000 hours for 15th March to 15 November. Air conditioning of station PD area will be on reliable normal power apply but not on DG backup.

- a) For providing air conditioning to the PD area, additional chilled water pipeline will have to be installed with tapings from the existing chilled water lines available at concourse plant rooms. Further the distribution chilled water to the individual shops and installation of FCU with all the associated words involved is to be carried out by

Bid Document for Licensing of Commercial Spaces at Janpath Metro Station  
the licensee at their own cost.

- b) Licensee shall be required to submit its plan to DMRC and DMRC will check that the plan submitted does not adversely affect the station air conditioning system and the works undertaken are in line with safety norms of electrical & fire safety.
- c) There is no provision of fresh air/exhaust in the PD area. In case the space is to be allotted for cooking/eatable shops separate ducts for fresh air exhaust will be required to be installed by the licensee at their own cost.
- d) There is no provision for Smoke Extraction System. as per the fire norms separate Smoke Extraction System including smoke extraction fans & Ducting will be required to be installed by the licensee at their own cost.

**Metering for Air-Conditioning.**

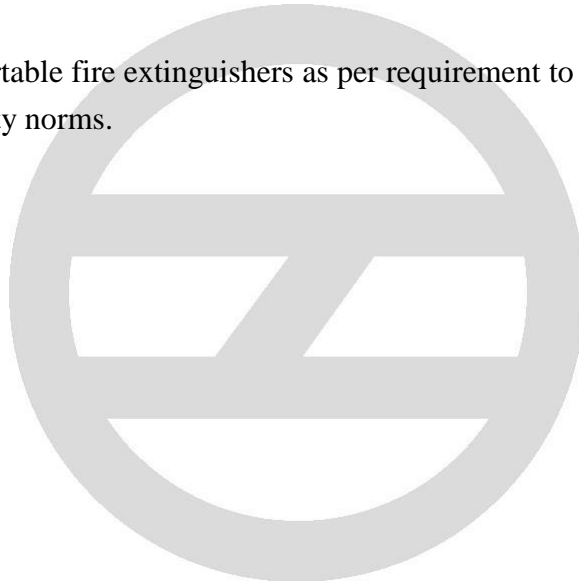
- e) DMRC will provide 2 numbers chilled water pipe line for 65 mm dia up to PD location i. e. one chilled water pipe line for north side PD and one chilled water pipe line for south side PD area.
- f) Licensee has to installed one calibrated BTU meter at each chilled water pipe line. The BTU meter including connected accessories/meta box/valves/modification at connection level etc. to be procured installed and commissioning by licensee at his own cost.
- g) Calibrated BTU meters provided by licensee shall be installed concourse floor at station to record the actual usage so as to be capable of measuring the entire air conditioning load being fed to licensee through chilled water pipe system of DMRC. DMRC in any case will not provide meters to individual shop/kiosk.
- h) Regular testing/calibration of all meters at defined interval will be responsibility of licensee.
- i) Charges of Air conditioning will be based on BTU or TR of actual consumptuion.
- j) Charges of air conditioning will be based on BTU or TR shall be as under

1Tr. =1.494 units (KVAH)

10,000 =1.245 units (KVAH)



- k) Equivalent Energy units derived on the above basis for the cost of providing chilled water supply by DMRC shall be charged based as per the energy unit rate applicable of DISCOM. In addition to the above, 20 % charges over and above on the air conditioning charges will be added as Operation and Maintenance charges for the high end installations maintained by DMRC at stations VIZ. chiller, pumps, etc.
4. **Fire Detection and Fire Fighting Arrangement:** at present there is no arrangement of fire detection and fire fighting in the area to be leased out.
- a) The licensee shall take necessary arrangements to provide fire detection and fire fighting system as per the fire safety norms and submit the design/plan to integrate the about with existing fire detection system available at the station.
- b) Station Fire NOC is attached in Annexure X, however if separate Fire NOC for PD area is required, the same will have to be obtained by Licensee.
- c) Provision of portable fire extinguishers as per requirement to be provided by licensee as per the fire safety norms.



**SPECIFICATIONS FOR ELECTRICAL WORKS**

1. Licensee is required to prepare all the plans/drawings for Electrical & Fire work to be carried by them and obtain prior approval of DMRC before execution. The work is required to be executed as per IE rules and through a licensed Sub Contractor. All costs associated with provision of electricity will be borne solely by the Licensee. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on account of time and cost associated in making provision of electricity.
2. For Elevated station load up to 10 KVA shall be given in single phase & in case of underground stations load up to 5KVA shall be given. Load above this shall only be given in three phase. Licensee is required to balance load at his end so that no unbalancing occurs at DMRC end.
3. Cables up to 6 Sq.mm. will be of Copper conductor and above 6 Sq.mm. Aluminum conductors may be used. However in case of underground station, use of Aluminum conductor cable is not allowed. Cables for single phase shall be three core, with one core as earth. For three phase load four core cables along with separate 2 nos. of 8 SWG GI wires shall be used for earthing. For underground stations, 2 separate earth wire of 8 SWG copper conductors shall be used.
4. For elevated stations all wires shall be FRLS. Cables shall be armoured, XLPE, FRLS. In case of Underground stations all wires and cables shall be armoured, XLPE FRLSZH and conform to NFPA-70, BS-6724 and BS-6724.
5. The meter box along with MCB & ELCB will be metallic and without any holes. DP MCB & ELCB is required for single phase supply. TPN MCB and ELCB is required in case of three phase. ELCB, cables, MCB rating for main connection shall be as per table- E-1.
6. Use of any PVC material is not permitted in the underground stations.
7. Licensee will provide their proposed protection philosophy with proper discrimination with upstream breaker and seek approval from DMRC.
8. Specification for all materials / works must follow the standards, codes and specifications as used by DMRC in the E&M works. If any item/ equipment/ work is not covered in standards, codes and specifications of DMRC, then the same has to be procured / installed from reputed manufacturer/ make in line with relevant IS/IEC standard with prior approval of DMRC.
9. In case, the Licensee draws power more than the sanctioned load, electricity connection may be disconnected. The electricity connection will be restored on first occasion only when Licensee pays necessary penalty as per DERC norms and removes excess load. On the subsequent occasion, DMRC reserves the rights to revoke the license and forfeit the interest free security deposit.
10. Only Galvanized Cable tray, Conduit, Cable Ladder shall be allowed.
11. Internal wiring of luminaries (Light Fittings) and Signage in signage's panel shall also be FRLSZH in case of UG stations.
12. All Plastic accessories used in luminaries shall be non-flammable material, meeting all the NFPA requirements, preferable by UV and shall be suitable for application at UG station conforming to UL – 94 standards on flammability of material.

**TABLE: E-1 (Rating of Electric items)**

	<b>Power Requirement (KVA)</b>	<b>Rating of MCB (A, 10kA)</b>	<b>Rating of ELCB (A, mA)</b>	<b>Cable Size Copper (Sq.mm.) DB to Licensee premises</b>
<b>ELEVATED STATION</b>	0 - 0.1	0.5	16, 30	1.5
	0.1 - 0.2	1	16, 30	1.5
	0.2 - 0.5	2	16, 30	1.5
	0.5 - 0.7	3	16, 30	1.5
	0.7 - 0.9	4	16, 30	1.5
	0.9 - 1.2	5	16, 30	1.5
	1.2 - 1.4	6	16, 30	1.5
	1.4 - 2.3	10	16, 30	2.5
	2.3 - 3.7	16	16, 30	4
	3.7 - 4.6	20	25, 30	4
	4.6 - 7.4	32	32, 30	6
	7.4 - 9.2	40	40, 30	10
	9.2 - 10.0	50	63, 30	16
<b>UNDER GROUND STATIONS</b>	0 - 0.1	0.5	16, 30	3 Core x 4 Sq. mm (for single phase )
	0.1 - 0.2	1	16, 30	3 Core x 4 Sq. mm (for single phase )
	0.2 - 0.5	2	16, 30	3 Core x 4 Sq. mm (for single phase )
	0.5 - 0.7	3	16, 30	3 Core x 4 Sq. mm (for single phase )

**LIST OF APPROVED MAKES**

<b>S. N.</b>	<b>Item</b>	<b>Approved Makes</b>
1.	GI Conduit Pipes	BEC, AKG, NIC, Steel Craft -- ISI Marked
2.	GI Conduit Accessories	Confirming to BIS as per approved samples
3.	Copper Conductor FRLS, PVC insulated wires	National, Ecko, Finolex, Havells, Grandly, NICCO, Asian, Poly Cab
4.	Copper Conductor FRLSZH , PVC insulated wires	Polycab, Ducab Dubai, Cords Cables, KEI.
5.	FRLS Cables	Fort Gloster, NICCO, Finolex, Asian/RPG, KEI, Havells, Polycab, CCI, Universal
6.	FRLSZH , PVC Cables	Polycab, Ducab Dubai, Cords Cables, KEI, Rashi Cables.
7.	Switches & Socket outlets	Crabtree, Anchor, MDS, LK (Schneider)
8.	MCB, RCCB (ELCB)	L&T Hager, MDS, Siemens, GE, Merlin-Gerin, ABB, Schnieder
9.	Distribution Boards	L&T Hager, MDS, Siemens, ABB, INDO, ASIAN, Havells, GE, Schnieder
10.	Energy Meters with MDI/TOD (pre-paid)	L&T, Secure, Ducati.
11.	Luminaries	Philips / Schrader / Osram / Bajaj / Thorn / Crompton



**Annexure-IV- B**

**FORMAT OF APPLICATION FOR TEMPORARY POWER SUPPLY**

<b>SN</b>	<b>ITEM</b>	<b>DETAILS</b>
1	Name of the Licensee	:
2	Station	:
3	Reference to allotment letter (Copy to be attached)	:
4	Load Requirement (KW)	:
5	Details of submission of Advance Consumption Deposited as per load	:
6	Details of Cable installed along with earthing (Make and rating) Attach cable test report	:
7	Details of MCCB/MCB installed (make and rating)	:
8	Details of ELCB installed ( make and rating)	:
9	Details of MDI / TOD Energy meter installed (Make and rating) Attach Original Meter Test Report	:
10	Please confirm whether lockable meter box with earthing has been provided and sealed by DMRC representative	:
11	Attach Cable layout plan (submitted by license & signed by concerned E & M supervisor)	: Attached / Not Attached
12	Attach Electrical Declaration as per Annexure IV-F 1/F2 on Rs.100/- Non-judicial Stamp paper	: Attached /Not Attached

**PROCEDURE**

1. After ensuring laying of cable and meter box as per stipulations, Licensee shall apply to concerned PD / PB department in above form.
2. Electrical Department shall release temporary electric connection after verification.
3. Licensee to ensure that rules and specifications for electrical works, fire safety requirements have been understood by them and necessary approval wherever required has been taken / applied for.

**FORMAT OF APPLICATION FOR PERMANENT POWER SUPPLY**

<b>SN</b>	<b>ITEM</b>	<b>DETAILS</b>
1	Name of the Licensee	:
2	Station	:
3	Reference to allotment letter (Copy to be attached)	:
4	Load Requirement (KW)	:
5	Details of submission of Advance Consumption Deposited as per load	:
6	Details of Cable installed along with earthing (Make and rating) Attach cable test report	:
7	Details of MCCB/MCB installed (make and rating)	:
8	Details of ELCB installed ( make and rating)	:
9	Details of MDI / TOD Energy meter installed (Make and rating) Attach Original Meter Test Report	:
10	Please confirm whether lockable meter box with earthing has been provided and sealed by DMRC representative	:
11	Attach Cable layout plan (submitted by license & signed by concerned E & M supervisor)	: Attached / Not Attached
12	Attach Electrical Declaration as per Annexure IV-F 1/F2 on Rs.100/- Non-judicial Stamp paper	: Attached / Not Attached
13	Attach Electrical Installation Test Report {In stipulated format as per Annexure-IVG} signed from Electrical contractor holding valid license	: Attached / Not Attached

**PROCEDURE**

1. After ensuring completion of all electrical works as per stipulations and completion of all safety requirements i.e. Fire safety, clearance by local fire service etc., Licensee shall apply to concerned PD / PB department in above form.
2. Electrical Department and Fire Department shall carry out inspection atsite and if found complied, permanent electric connection shall be released.

**SPECIFICATIONS FOR ELECTRICAL WORKS  
FORMAT OF APPLICATION FOR PERMANENT POWER SUPPLY**

**DECLARATION**

*{For Elevated Stations, On non-judicial stamp paper of Rs. 100/-}*

I \_\_\_\_\_, son/daughter/wife of \_\_\_\_\_ Resident of \_\_\_\_\_ (hereinafter referred to as the "Applicant", which term shall mean and include executors, administrators, heirs, successors and assigns), do hereby swear and declare as under:

**OR**

\_\_\_\_\_, a company incorporated under the provision of the Companies Act 1956, a sole proprietorship, a partnership having its registered office at \_\_\_\_\_ (hereinafter referred as "Applicant", which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns), do hereby swear and declare as under:

That the Applicant is an occupant of the premises No. \_\_\_\_\_ at \_\_\_\_\_ having taken the premises from DMRC on the terms and conditions agreed to with DMRC which include that DMRC may supply electricity as a part of the lease or license of the premises, based on the commercial arrangement.

The Applicant has requested the DMRC to provide an electricity connection at the above-mentioned premises in the Applicant's name for the purpose mentioned in the application form.

The Applicant hereby agrees and undertakes:

1. That the Applicant desires to have and agrees with DMRC to take supply of energy for the above mentioned purpose, for a period of not less than two years from the date of commencement of supply and to pay for the energy so supplied and all other charges at the rates set out in the concerned State Electricity Regulatory Commission's Tariff Schedule and the miscellaneous charges for supply as may be in force from time to time, including advance Consumption Deposit etc.
2. That the Applicant shall have no objection for the DISCOMs to carry out Inspections of the Applicants' Meters & Equipments & Any Observation made by such Agencies, Which are acceptable to DMRC, shall be binding on the Applicant for Attention/Compliance.
3. That DMRC shall be entitled to disconnect the supply of energy by issuing a disconnection notice in writing, to the Applicant, if the Applicant is in default of payment of the due charges.
4. That the applicant shall pay the full amount mentioned in the Monthly/Bi-monthly Consumption Bill as raised by DMRC before the last date mentioned in such Monthly./Bi-monthly Bill. Licensee shall provide Test Report/Calibration report in regard to Energy Meter installed. DMRC may ask Licensee to recalibrate the Energy Meter whenever considered necessary.
5. That all or any taxes/duties, as may be levied on the supply of electricity to the Applicant by DMRC, shall be paid and borne by the Applicant. +
6. That the Applicant agrees that DMRC would accept an application from the Applicant for

reduction in load only after two years from the original sanction. All applications for load enhancement by the Applicant would be dealt with by DMRC as a new connection and DMRC would follow the procedure as in the case of a new connection.

7. That DMRC shall have the right to recover the fixed charges due as per applicable tariff for the remaining contracted period in case the contract is terminated prior to the expiry of the contracted period.
8. That all the electrical work done within the Applicant's premises including wiring, power outlets and gadgets for power distribution & air conditioning system are used, operated and maintained properly for guarding against short circuits/fires and are as per the Indian Electricity Rule, 1956 and other applicable laws, statutory provisions and standards in force at the time, and indemnify DMRC against any loss accrued to the Applicant on this account. Further, the Applicant agrees that if there is any harm/loss to the property of DMRC or to any other third party due to fault in the electrical work, outlets or apparatus within the premises of the applicant, all the loss shall be borne by the Applicant.
9. That specification for all materials / works will follow the standards, codes and specifications as used by DMRC in the E&M works. If any item/ equipment/ work is not covered in standards, codes and specifications of DMRC, then the same will be procured / installed from reputed manufacturer/ make in line with relevant IS/IEC standard with prior approval of DMRC.
10. To pay DMRC all costs and expenses that DMRC may incur by reason of a fresh service connection being given to the Applicant.
11. To indemnify DMRC against all proceedings, claims, demands, costs, damages and expenses that DMRC may incur by reason of a fresh service connection given to the Applicant.
12. To be bound by DMRC's conditions of supply, and all applicable acts and rules.
13. That DMRC shall not be responsible for any interruption/diminution of supply.
14. **Others**
  - 14.1 Licensee will have to provide a Low voltage switch-board with MCBs& ELCB's of required capacity with Electronics Static Energy Meters having provision of MDI, TOD etc. of required capacity at his cost conforming to relevant BIS standards and of approved make along with test certificate shall be arranged by the applicant. The meter shall be installed and sealed by DMRC, either within the premises of the applicant or at a common meter room/board. Applicant shall not tamper with or disturb the meter in any manner whatsoever, and shall be responsible for its safety.
  - 14.2 DMRC shall provide supply, if available, at one fixed point as per DMRC plan. All cabling work to tap off the supply from the fixed point and to avail it within his premises shall be done by the applicant in line with scope of work provided by DMRC. Approval to the layouts/schemes/details shall be taken from DMRC O&M wing.
  - 14.3 Only FRLS /FRLSZH cable of required size shall be used for tapping off supply from DMRC fixed supply to Licensee premises in rigid GI Conduit pipe in line with specifications of Electrical works provided to applicant by DMRC.
  - 14.4 Licensee will also do wiring within his shop/stall by using GI conduit or fire resistance PVC casing/caping. The Licensee shall use FRLS /FRLSZH copper wire of the required size in line with specifications of Electrical works provided to applicant by DMRC (the wiring scheme, the type of wiring, size of wires, various



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loads, plug point, light fan etc. shall be as per DMRC's approval).

- 14.5 DMRC will provide Power Supply of single phase, 230V, 50Hz for a max. connected load up to 10kVA/5 KVA in line with specifications of Electrical works provided to applicant by DMRC. Electrical load requirement exceeding above will be given on 3-phase, 415V, 50Hz subject to availability.
- 14.6 Licensee shall be given only normal power supply available in station premises. Licensee may use suitable voltage stabilizers and power factor correction equipment as per his requirement. DMRC shall not be providing any standby power supply from station DG set or UPS.
- 14.7 Licensee shall not be permitted to use any standby Diesel Generator Sets. Licensee will only be the permitted to use standby UPS/Inverter system will also be taken as a part of total connected load.
- 14.8 The Total Demand Load & Total Connected load shall be treated as same. Licensee will have to pay applicable demand charges as per the Total Connected Load Only.
- 14.9 Licensee shall use Energy efficient lighting & shall provide proper Lighting fixtures, Lamps, Electronic Ballast etc. Licensee shall provide uniform & good illumination level not less than 100 Lux in any case.
- 14.10 Licensee shall use Brand/make Electrical wiring and switch gear items in line with specifications of Electrical works provided to applicant by DMRC. The Electrical Contractor/agency at Licensee's cost shall carry the entire work. DMRC's representative may inspect and supervise the work.
- 14.11 Licensee shall provide proper Earthing connection as per the applicable standards and shall terminate the same to the DMRC's Distribution Board or to any other place as directed by the DMRC. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the applicant shall be submitted by the Licensee. Every shop/ property Development area must have enough fire Extinguisher as stipulated.
- 14.12 Licensee will not be allowed to provide Room Heating appliance of any kind.
- 14.13. The power shall be supplied normally as per approved sanction load by DMRC. Minimum load to be given shall be 2 KVA on which the demand charges as applicable shall be paid by the Licensee. Additional power up to 10 kW on single phase and thereafter on three phase system if required by the Licensee will be supplied subject to availability at an additional cost and conditions to be stipulated by DMRC.
- 14.14. In case, Licensee draws power more than the connected load, his electricity connection shall be disconnected. The electricity connection will be provided back on first occasion only when Licensee pays necessary penalty as per State ERC norms and removes excess load. On the subsequent occasion, DMRC reserves the right to revoke the license and forfeit the interest free security deposit.
- 14.15 In case, the Licensee is found misusing Electricity or tampering with the Energy meter, a token penalty of Rs. 1000/- will be charged from him along with disconnection of power supply. Reconnection of power supply will be done only after charging Rs. 100/- as reconnection fee and clearance of all dues duly obtaining approval of Competent Authority of DMRC.
15. That the Applicant shall have no objection at any time to the rights of DMRC to supply energy to any other consumer from the service line or apparatus installed on the Applicant's premises.

16. That the supply shall be used for the purpose that it has been sanctioned by DMRC and shall not be misused in any way to serve any other purposes.
17. That the supply shall not be extended/sublet to any other premises.
18. That the Applicant's industry/trade has not been declared to be obnoxious, hazardous/pollutant by any Government agency and that no court orders are being infringed by grant of applied electricity connection at the Applicant's premises.
19. That DMRC shall be at liberty to adjust the electricity consumption charges along with any other charges against the consumption deposit paid by the Applicant, in the event of termination of the agreement prior to the expiry of the contracted period or in case of any contractual default.
20. That DMRC shall be at liberty to transfer the dues remaining unpaid by the Applicant, after adjusting the advance consumption deposit, to other service connections(s) that may stand in the Applicant's name.
21. To allow clear and unencumbered access to the meters for the purpose of meter reading, maintenance, inspection, checking, testing etc.
22. That DMRC shall be entitled to disconnect the service connection under reference in the event of any default and /or non-compliance of contractual and / or statutory requirements, and/or in consequence of legally binding order by statutory authority(ies)/court of Law, without prejudice to the DMRC's rights to exercise its rights under law including that of getting its due payments as on the date of connection. The Applicant undertakes to pay penalty imposed by DMRC on its own discretion for the damages caused to the leased property on account of any default or non-compliance of any statutory requirements.
23. That all details furnished in this Requisition form are true to the Applicant's knowledge. If any information is found incorrect at a later date, the company will have the right to withhold/disconnect supply, as the case may be, and forfeit the advance consumption deposit.
24. The applicant acknowledges and accepts that the relationship of the applicant with DMRC is not that of a consumer and a Licensee but that of a commercial arrangement where the applicant has taken on lease/license premises of DMRC and the Electricity connection is being provided as a part of the above arrangement.

The applicant further agrees that this declaration given by him will be construed as an agreement with the DMRC to the above effect.

Date:

Place:

Signature of Applicant  
(Full name)

Signed and delivered in the presence of:

Witness 1

Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Complete Address \_\_\_\_\_

Phone No. \_\_\_\_\_

Witness 2

Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Complete Address \_\_\_\_\_

Phone No. \_\_\_\_\_

***List of Documents to be submitted along with Declaration.***

1. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the applicant. {FORMAT annexure}
2. Proof of allotment of the space/area leased out by DMRC in the form of the following:
  - a) Allotment/possession letters, Lease deed
  - b) General Power of Attorney together with proof of ownership of the executor. {Applicable in case of company}



**DECLARATION**

**{ For Under Ground Stations, On non-judicial stamp paper of Rs. 100/-}**

I \_\_\_\_\_, son/daughter/wife of \_\_\_\_\_ Resident of \_\_\_\_\_ (hereinafter referred to as the “Applicant”, which term shall mean and include executors, administrators, heirs, successors and assigns), do hereby swear and declare as under:

**OR**

\_\_\_\_\_, a company incorporated under the provision of the Companies Act 1956, a sole proprietorship, a partnership having its registered office at \_\_\_\_\_ (hereinafter referred as “Applicant”, which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns), do hereby swear and declare as under:

That the Applicant is an occupant of the premises No. \_\_\_\_\_ at \_\_\_\_\_ having taken the premises from DMRC on the terms and conditions agreed to with DMRC which include that DMRC may supply electricity as a part of the lease or license of the premises, based on the commercial arrangement.

The Applicant has requested the DMRC to provide an electricity connection at the above-mentioned premises in the Applicant’s name for the purpose mentioned in the application form.

The Applicant hereby agrees and undertakes:

1. That the Applicant desires to have and agrees with DMRC to take supply of energy for the above mentioned purpose, for a period of not less than two years from the date of commencement of supply and to pay for the energy so supplied and all other charges at the rates set out in the concerned State Electricity Regulatory Commission’s Tariff Schedule and the miscellaneous charges for supply as may be in force from time to time, including advance Consumption Deposit etc.
2. That the Applicant shall have no objection for the DISCOMs to carry out Inspections of the Applicants’ Meters & Equipments & Any Observation made by such Agencies, Which are acceptable to DMRC, shall be binding on the Applicant for Attention/Compliance.
3. That DMRC shall be entitled to disconnect the supply of energy by issuing a disconnection notice in writing, to the Applicant, if the Applicant is in default of payment of the due charges.
4. That the applicant shall pay the full amount mentioned in the Monthly/Bi-monthly Consumption Bill as raised by DMRC before the last date mentioned in such Monthly./Bi-monthly Bill. Licensee shall provide Test Report/Calibration report in

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regard to Energy Meter installed. DMRC may ask Licensee to recalibrate the Energy Meter whenever considered necessary.

5. That all or any taxes/duties, as may be levied on the supply of electricity to the Applicant by DMRC, shall be paid and borne by the Applicant.
6. That the Applicant agrees that DMRC would accept an application from the Applicant for reduction in load only after two years from the original sanction. All applications for load enhancement by the Applicant would be dealt with by DMRC as a new connection and DMRC would follow the procedure as in the case of a new connection.
7. That DMRC shall have the right to recover the fixed charges due as per applicable tariff for the remaining contracted period in case the contract is terminated prior to the expiry of the contracted period.
8. That all the electrical work done within the Applicant's premises including wiring, power outlets and gadgets for power distribution & air conditioning system are used, operated and maintained properly for guarding against short circuits/fires and are as per the Indian Electricity Rule, 1956 and other applicable laws, statutory provisions and standards in force at the time, and indemnify DMRC against any loss accrued to the Applicant on this account. Further, the Applicant agrees that if there is any harm/loss to the property of DMRC or to any other third party due to fault in the electrical work, outlets or apparatus within the premises of the applicant, all the loss shall be borne by the Applicant.
9. That specification for all materials/works will follow the standards, codes and specifications as used by DMRC in the E&M works. If any item/ equipment/ work is not covered in standards, codes and specifications of DMRC, then the same will be procured / installed from reputed manufacturer/ make in line with relevant IS/IEC standard with prior approval of DMRC
10. To pay DMRC all costs and expenses that DMRC may incur by reason of a fresh service connection being given to the Applicant.
11. To indemnify DMRC against all proceedings, claims, demands, costs, damages and expenses that DMRC may incur by reason of a fresh service connection given to the Applicant.
12. To be bound by DMRC's conditions of supply, and all applicable acts and rules.
13. That DMRC shall not be responsible for any interruption/diminution of supply.
14. **Others**
  - 14.1 From the DMRC DB to main MCB / MCB of shops only XLPE insulated armored copper conductor LSZH cables shall be used. Licensee will have to provide a Low voltage switch-board with MCBs& ELCB's of required capacity with Electronics Static Energy Meters having provision of MDI, TOD etc. of required capacity at his cost conforming to relevant BIS standards and of approved make along with test certificate shall be arranged by the applicant. The meter shall be installed and sealed by DMRC, either within the premises of the applicant or at a common meter room/board. Applicant shall not tamper with or disturb the meter in any manner whatsoever, and shall be responsible for its safety.
  - 14.2 DMRC shall provide supply, if available, at one fixed point as per DMRC plan. All cabling work to tap off the supply from the fixed point and to avail it within his premises shall be done by the applicant. Approval to the layouts/ schemes/ details shall be taken from DMRC O&M wing. The Licensee hereby voluntarily and unequivocally

- Bid Document for Licensing of Commercial Spaces at Janpath Metro Station
- agrees not to seek any claim, damage, compensating or any other consideration what so ever on account of time and cost associated in making provision of electricity.
- 14.3 That the use of any PVC material is not permitted in the underground stations.
  - 14.4 Licensee will also do wiring within his shop/stall/KIOSK by using GI conduit. The Licensee shall use FRZHL copper wire of the required size (the wiring scheme, the type of wiring, size of wires, various loads, plug point, light, fan etc. shall be as per DMRC's approval).
  - 14.5 DMRC will provide Power Supply of single phase, 230V, 50Hz for a max. connected load up to 10 KW, Electrical load requirement exceeding 10 KW will be given on 3-phase, 415V, 50Hz subject to availability.
  - 14.6 Licensee shall be given only normal power supply available in station premises. Licensee may use suitable voltage stabilizers and power factor correction equipment as per his requirement. DMRC shall not be providing any standby power supply from station DG set or UPS.
  - 14.7 Licensee shall not be permitted to use any standby Diesel Generator Sets. Licensee will only be the permitted to use standby UPS/Inverter System with maintenance free battery. The Load of such standby UPS/Inverter system will also be taken as a part of total connected load.
  - 14.8 The Total Demand Load & Total Connected load shall be treated as same. Licensee will have to pay applicable demand charges as per the Total Connected load only.
  - 14.9 Licensee shall use Energy efficient lighting & shall provide proper Lighting fixtures, Lamps, Electronic Ballast etc. Licensee shall provide uniform & good illumination level not less than 100 Lux in any case.
  - 14.10 Licensee shall provide proper Earthing connection as per the applicable standards and shall terminate the same to the DMRC's Distribution Board or to any other place as directed by the DMRC. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the applicant shall be submitted by the Licensee.
  - 14.11 Fire Extinguisher: Every shop/ property Development area must have enough Fire Extinguishers as stipulated.
  - 14.12 Licensee will not be allowed to provide Room Heating appliance of any kind.
  - 14.13 The power shall be supplied as per sanctioned load approved by DMRC. Minimum load to be given shall be 2 KVA on which the demand charges as applicable shall be paid by the Licensee. Additional power up to 5 KVA on single phase and thereafter on three phase system if required by the Licensee will be supplied subject to availability at an additional cost and conditions to be stipulated by DMRC.
  - 14.14 In case, Licensee draws power more than the connected load, his electricity connection shall be disconnected. The electricity connection will be provided back on first occasion only when Licensee pays necessary penalty as per State ERC norms and removes excess load. On the subsequent occasion, DMRC reserves the right to revoke the license and forfeit the interest free security deposit.
  - 14.15 In case, the Licensee is found mis-using Electricity or tampering with the Energy meter, a token penalty of Rs.1000/- will be charged from him along with disconnection of power supply. Reconnection of power supply will be done only after charging Rs. 100/- as reconnection fee and clearance of all dues duly obtaining approval of Competent Authority of DMRC.

15. That the Applicant shall have no objection at any time to the rights of DMRC to supply energy to any other consumer from the service line or apparatus installed on the Applicant's premises.
16. That the supply shall be used for the purpose that it has been sanctioned by DMRC and shall not be misused in any way to serve any other purpose.
17. That the supply shall not be extended/ sublet to any other premises.
18. That the Applicant's industry/trade has not been declared to be obnoxious, hazardous/pollutant by any Government agency and that no court orders are being infringed by grant of applied electricity connection at the Applicant's premises.
19. That DMRC shall be at liberty to adjust the electricity consumption charges along with any other charges against the consumption deposit paid by the Applicant , in the event of termination of the agreement prior to the expiry of the contracted period or in case of any contractual default.
20. That DMRC shall be at liberty to transfer the dues remaining unpaid by the Applicant, after adjusting the advance consumption deposit, to other service connection(s) that may stand in the Applicant's name.
21. To allow clear and unencumbered access to the meters for the purpose of meter reading, maintenance, inspection, checking, testing, etc.
22. That DMRC shall be entitled to disconnect the service connection under reference in the event of any default and/or non-compliance of contractual and / or statutory requirements, and/or in consequence of a legally binding order by statutory authority(ies)/Court of Law, without prejudice to the DMRC's rights to exercise its rights under law including that of getting its due payments as on the date of connection. The Applicant undertakes to pay penalty imposed by DMRC on its own discretion for the damages caused to the leased property on account of any default or non-compliance of any statutory requirements.
23. That all details furnished in this Requisition form are true to the Applicant's knowledge. If any information is found incorrect at a later date, the company will have the right to withhold /disconnect supply, as the case may be, and forfeit the advance consumption deposit.
24. The applicant acknowledges and accepts that the relationship of the applicant with DMRC is not that of a consumer and a Licensee but that of a commercial arrangement where the applicant has taken on lease/license a premise of DMRC and the Electricity connection is being provided as a part of the above arrangement.

The applicant further agrees that this declaration given by him will be construed as an agreement with the DMRC to the above effect.

Date:

Place:

Signature of Applicant  
(Full name)

Signed and delivered in the presence of:

Witness 1

Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Complete Address \_\_\_\_\_

Phone No. \_\_\_\_\_

Witness 2

Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Complete Address \_\_\_\_\_

Phone No. \_\_\_\_\_

***List of Documents to be submitted along with Declaration.***

1. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the applicant. {FORMAT annexure}
2. Proof of allotment of the space/area leased out by DMRC in the form of the following:
  - a) Allotment/possession letters, Lease deed
  - b) General Power of Attorney together with proof of ownership of the executor. {Applicable in case of company}





**ELECTRICAL INSTALLATION TEST REPORT**

<b>SN</b>	<b>Description</b>	<b>Details</b>
1	Name & Address of the Licensee	
2	Location	
3	Shop/UNIPAY PAYMENT (KIOSK) MACHINE/Stall No.	
4	Connected Load	
5	Energy Meter S. No. & Make ( Manufacturer's test report is to be enclosed )	

It is certified that all the electrical work at above installation have been carried out in compliance to the IE rules, IE acts adhering to the safety norms, rules and regulations of DMRC & that of any other statutory body. All men and material and temporary earthing have been removed from our end & the installation is fit for energizing.

I will be responsible on behalf of Licensee for non-compliance of any of the above. Copy of my valid electrical Contractor license is attached.

**Seal & Signature of the Licensee**

**Seal & Signature of Electrical Contractor**

**(Holding Valid License )**

### FIRE SAFETY REQUIREMENTS

**Kiosks:** This category includes ATMs, Retails Outlet provided as bare space for a maximum area of 100 Sq m. Under this category, only fire Extinguishers are required is detailed in below in table -1

**Table - 1**

<p><b>TYPE &amp; SPECIFICATAION:</b> BIS approved stored pressure extinguisher as per IS 15683:2006 and of type ‘A’, ‘BC’ or ‘ABC’ conforming to risk protection as per IS 2190:1992. (Kg and Liters can be converted in same ratio i. e. 5Kg = 9 Liters)</p> <p>Extinguishing medium inside extinguishers must be of their respective approved IS specification and of capacity:-</p>		
<b>AREA</b>		
<b>Up to 10 Sq. m.</b>	<b>Above 10Sq. m. and below 50 Sq. m.</b>	<b>Above 50 Sq. m. and below 100 Sq. m.</b>
One Fire Extinguisher of 2 KG capacity	One Fire extinguisher of 4 KG capacity	Two Fire extinguishers, one of 5 KG and another of 9 Liters Water Type

The existing shops up to an area of 250 Sq. m. are integrated design part of a Metro Station. In addition to other Fire Safety measures each shop is to be provided with Fire Extinguisher as per Table -1.

For Shops of area above 100 Sq. m. and less than 250 Sq. m., fire Extinguishers of capacity 10 KG and another of 18 Liters Water, these should be distributed in at least four units at two places remote to each other.

For bigger spaces, Licensee is required to plan & carry out all fire system works to meet the statutory requirement of DFS at their own cost and got it verified by DMRC.

**MATERIAL SPECIFICATIONS FOR REFURBISHMENT**

**For Elevated/Underground Stations:**

1. All materials should be non-combustible and fire retardant (Class-1).
2. All natural stones, ceramic and vitrified tiles, metalwork [Aluminum composite panels (ACP) in elevated stations only], toughened glass, calcium silicate board permissible.
3. Wood, plastics, resins, synthetic and natural fibres, cloth and their products are not permissible.
4. Fibre cement board (standard, Type-B and heavy duty, Type-A) as per IS: 14862:2000 may be permitted in elevated and underground stations respectively.
5. For partitions solid wall panels (50mm and 75mm) with fire rating of 90 min. and 120 min. allowed.
6. All materials used by vendor/concessionaire should be as per Annexure-V (A).

**Interior Surface Finishes:**

- a. Underground Stations: Surface finishes materials shall be capable of being subjected to temperature up to 500 C (932 F) for 1 hour and shall not support combustion under the same condition.
- b. Elevated Stations: All surface interior finishes should be having certification of class 1 flame spread rate as classified in IS: 12777:1989.

**(A) Material Specification for renovation/ refurbish of premises**

Approved - vendors – list

Sl. No.	Items/Products	Approved Vendors
1	VITRIFIED TILES	Kajaria
		H&R Johnson (India)
		Naveen
		Somany
		Orient
		R K Ceramics
		Restile Ceramics Limited
		Asian Grando India Ltd
		Oasis (Maaarbomax Group)
		Euro Tiles
		Oracle Granito Limited (Marbitto Vitrified Tiles
		Nitco
2	CERAMIC TILES/PORCELAIN TILES	Kajaria
		Bell Ceramaics
		H&R Johnson (India)
		Mitco
		Regency Ceramics Ltd
		Somany
		Orient
		Kanzai Ceramic
		Raja Tiles
		Mridul Enterprises
		Italia
		Euro Tiles
Hindustan Tiles		
3	TERRAZZO TILES	Nitco
		Hindustan Tiles
4	TACTILE	Pelican Ceramic Industries Pvt Limited
		UniStone Products (India) Pvt Ltd
		Nimco Pretab Ltd
5	PVC FLOORS	Armstrong World Industries (India) Pvt Ltd
		Gerfloor India
		Tarken
		VeeKay Polycoats Limited
6	RAISED FLOORS	Hewelson/Kingspan Access Floors
		United Access Floors/United Insulation
		Uniflair
		Unifloor
		Acons

7	WOODEN FLOORS	Armstrong World Industries (India) Pvt Ltd
		Action Tesa (Action Buildwell)
		Pergo
8	PU COATED FLOORS	Cipry Polyurethanes
		H C Associates
		Pidilite
		Shalimar Paints
		Sika
9	GRC PAVING TILES	Unistone
		Nimco Prefab
		Hindustan Tiles
10	PAVERS & CHEQUERED TILES	UniStone Products (India) Pvt Ltd
		CCC Builders Merchant Delhi Pvt Ltd
		Nimco Prefab
		Hindustan Tiles
		Terra Firma (Now Terra Firma GRC & Concrete Industries)
		Nilco
		Hindustan Tiles
		Ultra Tiles
		Orasie Granito Limited (Marbita Vitrified Tiles)
11	MOSAIC TILES	Bisazza (Glass Mosaic Tiles)
		Mirdul Enterprises
		Italia
		Kenzai
		Opio
		Eon Ceramics
12	EMULSION PAINTS	ICI Dulux
		Modi Industries
		Acro Paints
		Asian
		Berger
		Nerolac
		Jenson & Nicholson
		Kamdhenu Paints
		Shalimar Paints
		Sherwin Williams Paints
13	SYNTHETIC ENAMELS	ICI Dulux
		Acro Paints
		Asian
		Berger
		Nerolac

Bid Document for Licensing of Commercial Spaces at Janpath Metro Station

		Jenson & Nicholson
		Kamdhenu Paints
		Shalimar Paints
		Sherwin Williams Paints
14	TEXTURE PAINTS	Spectrum
		Unitjile
		Barkelite Hylam (Surface Texture Division) "Heritage" Paints
		Texfin Products (M/s Niko)
		Acro Paints
		Birla
		ICI Dulux
		NCL AL TEK
		Kamdhenu Paints
		Bizzar
		Sherwin Williams Paints
15	POLYURETHANE PAINTS	MRF Paints
		Nerolac
		H C Associates
		Modi Industries Ltd (Paint Section)
16	WALL CARE PUTTY	J.K. White
		Unistone
		Birla (Aditya Birla Group)
		Shalimar Paints
		Gyproc Wall Putty (Saint Gobam
17	GLASS 9Float / Toughened)	Float Glass India Ltd (Asahi float)
		Asahi Float (AIS)
		Modigaurd
		Glaverbel
		Saint Gobam
		Sejat
18	STRUCTURAL GLAZING FABRICATORS	PERMASTEELISA (INDIA) PRIVATE LIMITED
		Alufit (INDIA) Pvt Ltd
		SP Fabricators Pvt Ltd
		Alpro India
		Ashoo Decore (India) PvtLtd
		Innovators
		Façade India Testing Inc
19	ALUMINIMUM COMPOSITE PANEL	AlucoBond
		Reynobond Marketedd through Kawneer India Stockists HECTAFINE CONSTECH INDIA PVT LTD)

Bid Document for Licensing of Commercial Spaces at Janpath Metro Station

		ALPOLIC (A Mitsubishi product)
		Alsgtrong
		Alex Panels
		AL STONE INTERNATIONAL
		Aludecor Lamination Pvt Ltd
		Alupan Composite Panels Pvt Ltd
20	GRC PRODUCTS (GARC Screen Panels etc.)	UniStone Products (India) Pvt Ltd
		Hindustan
		TERRA FIRMA GRC & CONCRETE Industries
21	WAX PLASTER	Unitile India Pvt Ltd
		Oikos India Pvt Ltd
		Acro Paints
22	GYPBOARD CEILINGS	Gyproc (Saint Gobain)
		Lafarge Boral Gypsum India Pvt Ltd
23	CALCIUM SILICAATE BOARD	Promat
		Hilux
		Acon Pan
		Aeroline
24	SS MS / GI POWDER COATED CEILING	Hunter Douglas
		Armstrong
		Durfum
25	ADHESIVES FOR TILES	Pidilite
		Araldite (Huntsman Advanced Materials)
		Toyo Ferrous Crete (P) Ltd
		Sumany Ezy Grout
		MYK Laticrete
		Maper
		Unistone Ultimate Tile Adhesive
26	TILE JOINT FILLER	Bal Adhesives and Grouts
		"Roff Rainbow Tile mate" of Roff Construction Chemicals Pvt Ltd
		Winsil 20/ malibu-tech
		Silicon Sealant of GE Bayer Silicone
		"Zentrival FM" of MC-Bauchemie (India) Pvt Ltd
		MYK Laticrete
		Toyo Ferrous Crele (P) Ltd
		Mapei
		Unistone Super Grout
27	POLY SULPHIDE SEALANTS	Pidilite

Bid Document for Licensing of Commercial Spaces at Janpath Metro Station

		STP Limited
		Sika
		CICO
		BASF
		FOSROC
		SWC
28	SILICONE SEALANTS	GE Bayer Silicones
		Dow Corning
		Sika
		McCoy Soudat
29	SILICON WATER REPELLANT SOLUTION	GE Bayer Silicons
		Metroark
		STP Limited
		MC Bauchemnic
		Choksey Chemicals
30	POL YURETHANE SEALANTS	3M
		SIKA
		McCoy Soudal
31	PLYWOOD	Duroply Sharda Ply Wood Industries
		Century Ply
		Kitply
		Green Ply wood
		Virgo Lam (M/s Virgo Industries - Virgo Plywoods Ltd)
		Swastik Plyboard Ltd (Swati Plyboard)
		Merino
32	BLOCKBOARD	Duroply-Sharda Ply wood Industries
		Century Ply
		Kitply
		Green Ply wood
		Virgo Lam (M/s Virgo Industries - Virgo Plywoods Ltd)
		Merino
33	LAMINATE	Decolam / Decolite (A Bakelite Hylam Product)
		Formica Corporation
		Sundek International Decorative Liminates
		BAKELITE HYLAM LTD
		Greentam Asia Pacific Pvt Ltd
		Merino
		Virgo Lam (M/s Virgo Industries)
34	PRE-LAMINATED PARTICLES BOARD	Novopan (GVK Group)
		Ecoboard



Bid Document for Licensing of Commercial Spaces at Janpath Metro Station

		Action Tesa (Action Buildwell)
		Bhutan Board
35	FLUSH DOORS	Kanchan Ply
		Swastik Plyboard Ltd (Swati Plyboard)
		Kutty's
		Diamond Flush Doors/Star Metal Forms P Ltd
		Raa Veeta
		Alpro Panels
36	COMPACT LAMINATION DOORS	Merino
		Greenlam Asia Pacific Pvt Ltd sturdo rest rooms and cubicals
		Green Ply wood
37	PRESSED STEEL DOOR FRAMES	Agew Steel Manufactures Pvt Ltd
		Sen Harvic Windows Private Limited
		Oaynus
38	FIRE DOORS	Signum Fire Protection (I) Pvt Ltd
		Godrej & Royce Manufacturing Company Limited
		Radiant Fire Protection Engineers Pvt Ltd.
		NAVAIR International Ltd
		Sehgal & Sehgal
		ShaktiMet
39	SANITARYWARAE	Hardware
		Cera
		Roca
		Pafrryware
		Euro
		Somany
40	SANITARY & BATH FITTINGS	Mayur/Othello
		Jaquar and Company Pvt Ltd
		Kohler
		Kingsion (Plastocraft Sanitary India Pvt Ltd)
		Cauret
		Marc
41	FRAMELESS GLASS PARTITION FIXTURES	Dorma
		Hafele
		Dorset
		Dline
		Insta Hardware
		Hardwya
42	SPIDER FITTINGS/PATCH FITTINGS	Ozone
		Kitch
		Dunex
		Dline

Bid Document for Licensing of Commercial Spaces at Janpath Metro Station

43	ANCHOR FASTENERS	Hilti India
		BOSCH FISCHER
		Canon Fasteners
		Axel
		Boun Group
44	STONE GLADDING CLAMPS	Hilti India Pvt Ltd
		BOSCH FISCHER
		Canon Fasteners
		Boun Group
45	DOOR HARDWARE	Dorma
		Hafele
		Dorset
		Dline
		Hardwyn
		Ozone
		Heffich India Pvt Ltd
46	DRAINAGE PIPES	Tirupati Plastomatics
		Duraline
		Rex
47	DUCTILE IRON PIPES	Electro steel
		Jindal (Hissar)
48	CAST IRON ( A) S/S PIPES & FITTINGS (IS:1536) Kesoram	Kesoram
		KDPL
		NECCO
		HEPCO
49	GI & MS PIPES (IS: 1239 PART I & II, IS: 3589)	Jindal (Hissar)
		Surya
		Swastik Plyboard Ltd (Swati Plyboard)
		Prakash
50	GI FITTING MALLEABLE (IS: 1879 PART 1 TO X)	Zoloto
		Unik
		"R"
		KS
		DRP
51	UPVC PIPES & FITTINGS (IS: 4985-1981)	Finolex
		Supreme
		Prince
		Polypack
		Jindal Plast (India)
52	CPVC PIPES & FITTINGS	Flowguard - Astral
		Ajay
		Ashirwad
53	STONEWARE PIPES 7 GULLY TRAPS (IS:651)	Perfect
		Anand

Bid Document for Licensing of Commercial Spaces at Janpath Metro Station

		R.K.
		Priya
54	RCC DSPIPES (IS:458)	Pragati
		Jain Spun
		Daya Spun
		Usha
55	COPPER PIPES & FITTINGS	Mehta Tubes
		Rajoo
		Maxflow
56	HOPE PIPES & FITTINGS	Gebreti
		Reliance (hasti)
		Nosif
57	STAINLESS STEEL PIPES	Remi
		Jyooti Apex
		Kamdhenu
58	PPR PIPES & FITTINGS	Supreme
		Prince
		Uro-Allwin
59	POLYBUSYLENE (PB) PIPES & FITTINGS	Georg Fischer
		Flexalen
60	MODIFIED BITTUMINOUS MEMBRANE ROOF WATERPROOFING	Multiplas Standard of Integrated Waterproofing Membrane Limited / SUPER THERMOLAY/POLYFLEX of STP Limited
		"LOTUS-3" of the Structural Waterproofing Co. Limited
		Sika
		Kemco
		Kryton Buildmat
		MBT
		FOSROC
61	INTEGRAL CRYSTALLINE WATERPROOFING METHOD	Kryton Buildmat
		Penetron
		Mapei
		Vandex International Ltd
62	POWDER COATINGS	Berger
		Nerocoat
		Jenson & Nicholson
		Jatun
		Radiant anodisers Pvt Ltd
63	ALUMINIUM SECTIONS	Hindustan Aluminium
		Jindal Aluminium Ltd
		Bhoruka
		Bharat Aluminium Company Limited/vedanta BALCO

Bid Document for Licensing of Commercial Spaces at Janpath Metro Station

		Hindalco
64	HOLLOW SECTIONS, PIPES	Surya Pipes
		Hi - Tech pipes
		JSW
		JSPL
		Bihar (Bihar Tubes Ltd)
65	M.S. TUBES/ SECTIONS	Tata Metal
		Liyod Metal
		NSL Limited
		Bihar Tube Ltd
		Swastik Pipes Ltd
		JSW ISPAT
		Rana
66	SS WORKS	Dharam Industries (FABRINOX)
		Ozone
		Jindal Stainless (JSL)
67	ROOFING SHEETS	Roof fit ( Fibre Glass Roofing, Metal Roofing, galvalume Sheets)
		Wonder sheets (3 layer - UPVC Wonder Sheets Pro )
		I Loyd Insulations India Limited
68	METAL ROOFS	"TRACDEK" Interarch Building Products Pvt Ltd (Metal Roofing Sheet)
		TATA Bluescope (Metal coated and Pre-painted Sheets " Zincalume" "Colortionedd")
69	POLYCARBONAIC SHEETS	"Lexan" (SABIC Innovative Plastics) Danpalon
70	TENSILE FABRIC	Fenan
		Mehler

**ANNEXURE-VI**

**HANDING OVER NOTE**

Date: \_\_ \_\_ 201...

Shop/Site Admeasuring \_\_\_\_\_x\_\_\_\_\_ = \_\_\_\_\_Sqm, at Ground/First/SecondFloor at Janpath Metro Station (Shop no./ Location of the shop may be added).....

.....is handed over to the Licensee, through Shri.....of M/s ..... office at.....on.....(date)....., in the presence of Property Business Wing, E&M Wing, C&S Wing & Operations Wing representatives.

Licensee hereby acknowledge the receipt and assumes all responsibility of the above described site, as provided in the License Agreement, from the date and time stated above.

\_\_\_\_\_

**Licensee** **PB Cell**

\_\_\_\_\_

**E & M** **Works**

\_\_\_\_\_

**SM/SC**

**ANNEXURE-VII**

**TAKING OVER NOTE**

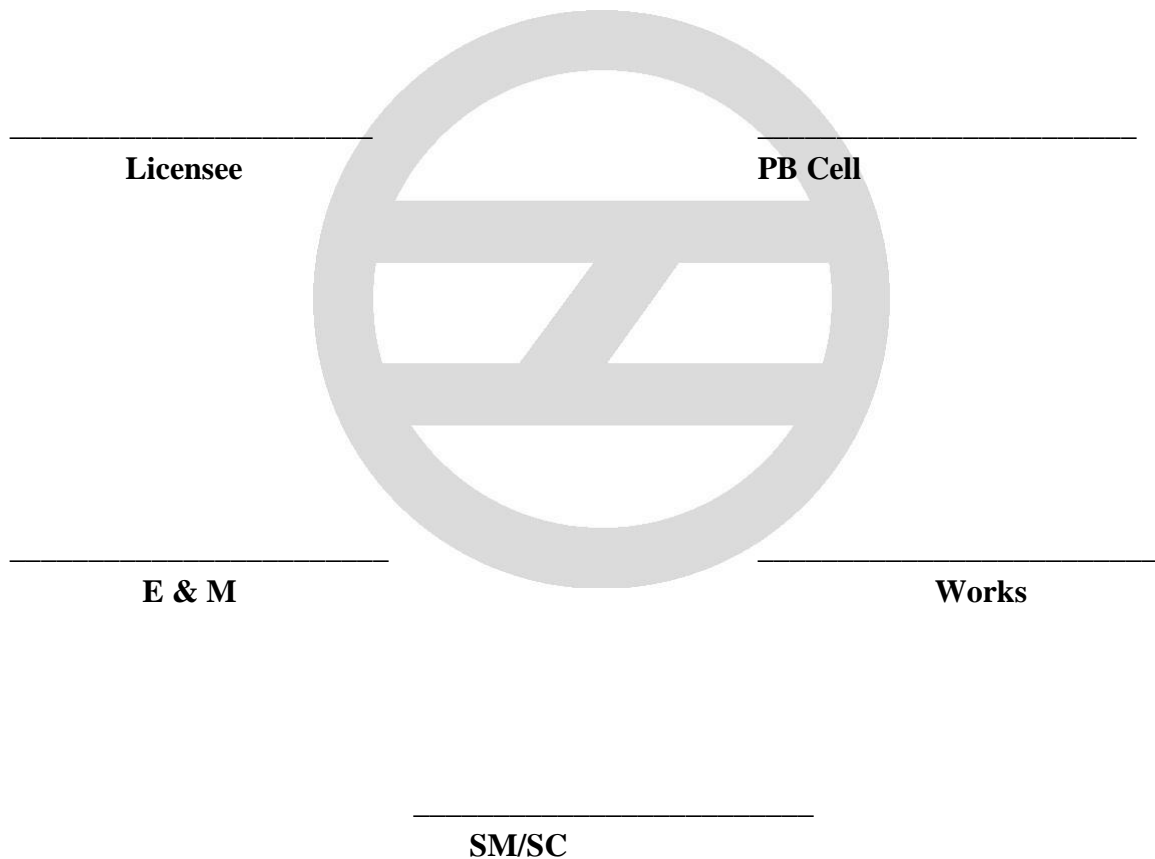
Date: .....201...

Vacant possession of the Shop No. .... Admeasuring ..... \* ..... = .....

Square meter at Janpath Metro Station is taken over by Station Manager/Station Controller on

.....(Date).....(Time) from the Licensee Through Sh./Smt./M/s

\_\_\_\_\_ in the presence of Property Business Wing, E&M Wing, C&S Wing & Operations Wing representatives.



**ANNEXURE-VIII**

**LIST OF ABBREVIATIONS USED IN THE BID DOCUMENT**

1. AoA: Article of Association
2. DD: Demand Draft
3. DMRC: Delhi Metro Rail Corporation Ltd.
4. DVAT: Delhi Value Added Tax
5. DGM/PB: Deputy General Manager/Property Business
6. EMD: Earnest Money Deposit
7. ID Card: Identity Card
8. KVA: Kilo Volt Ampere
9. KW: Kilo Watt
10. LF: License Fee
11. LOA: Letter of Acceptance
12. MoA: Memorandum of Association
13. MoU: Memorandum of Understanding
14. MRTS: Mass Rapid Transport System
15. NIT: Notice Inviting Tender
16. OMC: Other Maintenance Charges
17. PO: Pay Order
18. PoA: Power of Attorney
19. SD: Interest Free Security Deposit/ Performance Security
20. Sqm: Square meter
21. ST: Service Tax

**ANNEXURE-IX**

**LOCATION PLAN OF SCHEDULED SPACES**

Note: The location plans have not been uploaded on web site due to security concerns. However, location plan shall be essential part of the Bid document. These location plans shall be annexed with the Bid document to be sold from DMRC. However, if the Bidders desire to submit their Bid after downloading the Bid Document from the website of DMRC, they may collect the location plans for the commercial spaces from the office of the DGM/PB, DMRC Ltd, 4th Floor, B-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi 110 001, between 1500 hrs to 1700 hrs on all working days, free of cost on production of identity proof and authority letter of the Bidder. The duly signed location plans issued from DMRC shall be submitted along with Bid. The relevant location plan of licensed Schedule(s) shall form essential part of the agreement to be executed with the selected Bidder.





**CERTIFICATE OF FIRE CLEARANCE**

844

GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI  
HEAD QUARTERS, DELHI FIRE SERVICE, NEW DELHI - 110002  
Fax: +91-11-25412593 E-mail ID: [efo@fire.nctdelhi.nic.in](mailto:efo@fire.nctdelhi.nic.in)

No. FMDPS/MS/ 2018/ 1072/ 1542 Date: 01/07/2018

**FIRE SAFETY CERTIFICATE**

Certified that the Underground Metro Station at Janpath, New Delhi was inspected by the officers in-charge of this department on 30-06-2018 in the presence of Sh. Sanjeev Kumar, Dy. Manager DMRC and found that the said Metro Station has complied with the fire prevention and fire safety requirements in accordance with rule 11 of the Delhi Fire Service Rules, 2000 and that the premises is fit for occupancy class-D "Assembly building" with effect from 01/07/2018 for a period of three years in accordance with rule 11 unless renewed under rule 27 or sooner cancelled under Rule 41 and subject to compliance of the conditions under rule 28 of the Delhi Fire Service Rules, 2000, referred herein.

Issued at New Delhi, on 01/07/2018.

(Signature)  
Chief Fire Officer  
Delhi Fire Service  
P.O. No. 11000133

(Signature)  
Sd/- Mr. Singh, Executive Officer (Construction) - 8, Janpath Station Road, New Delhi-110002

**Conditions and the validity of fire safety certificate**

- All the fire safety arrangements provided under rule 11 are maintained in good working condition at all times. The owner/occupier shall submit the declaration every year as Form 'A' provided in the fire safety code of Delhi Fire Service Rules, 2000. The forms issued by the owner/occupier shall be in.
- Any loss of life or property due to non-compliance of the safety measures shall be at the responsibility of the management.
- The certified fire fighting staff shall be available at all times.
- All activities work, construction, etc. shall be carried by the concerned building society/management.
- This fire safety certificate may not be issued in any case for regularization of construction/renovation/ etc.